

WORK SESSION AGENDA
CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MARCH 3, 2009

**** PLEASE NOTE START TIME ****

5:00 P.M.

**CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE**

1. **Detroit Region Aerotropolis Development Corp. (Interlocal Agreement)**
 - a. **Presentation by Marsha Ennis, Aerotropolis Project Manager, Robert Ficano, Wayne County Executive and Robert Guenzel, Washtenaw County Administrator**
2. **Review Agenda**
3. **Board Members – Other Discussion**
4. **Charter Township of Ypsilanti v Washtenaw One, LLC, et al Case No. 08-429-CZ - 7160 Textile Road (This item will be discussed in Executive Session)**

MEMORANDUM

TO: Marsha Ennis
Aerotropolis Project Coordinator

FROM: Michael P. McGee
Miller, Canfield, Paddock and Stone, PLC

RE: Comments on IGA, Including Attorney General Comments

DATE: February 18, 2009

The following is a summary of the major comments made by the Attorney General's office in respect of the Aerotropolis IGA and a few other comments, all in comparison to the 10/10/08 draft of the IGA. These comments were substantially taken at a lengthy meeting with two Assistant Attorneys General in Lansing on January 23, with follow-up conversations on February 6.

Not all comments are reflected in the table below; we have limited the table to comments which we judged to be material. All comments are shown in the marked draft of the IGA.

<u>IGA Section</u>	<u>Change</u>	<u>AG Rationale for Change</u>
Preamble, Recitals	Describe ADC as public body "corporate"	ADC may be corporate or politic, but not both
Preamble, 2.11	Delete "doing business as" name or assumed name	No authority in PA 7
2.01	Delete reference to Articles IV, V, VI (powers)	Not necessary, duplicative
2.06	Delete reference to compliance with laws in respect of transfer of duty or obligation from Party	Not necessary; transfer of Party's duty or obligation may not be complete; see comment to 2.10
2.10	Delete entire section re limitation of Party liability following transfer of duty or obligation	Party cannot effectively nullify its duty or obligation by transfer; Party retains ultimate responsibility for performance
3.01	Narrowed purpose to track narrowed QAB definition; also indicate additional purposes "if recognized by statute"	Narrowed QAB definition reflects Oakland concerns; AG recommends "if recognized by statute" to reflect expandability if legislation adopted

5.01	Limit development criteria applicability	Overall comment to Art. V was that ADC may impose limitations upon itself, but may not impose limitations on legislative power of a Party without that Party's legislative body giving approval
5.02	Limit design standard applicability	Same as 5.01
5.03	Limit territorial applicability of Master Design Plan	Clarify territorial application; clarify ADC recommendation to Parties
5.04	Add automatic QAB or incentives approval if application is presented jointly by Local Government Party and County Party and application meets design standards and development criteria	Not an AG comment. Since ADC budget will be smaller than originally hoped, Local Government Parties and County Parties will do more "staff" work. If that work is done and agreed to, no need to duplicate ADC review.
5.12	Limit pro-rate entitlement to Renaissance Zones	May have fewer than 10 Parties
5.14-5.16	Notice provisions modified slightly; notice goes to affected Local Party	Reflects applicant companies' need for confidentiality early in the process
Art VI Corporation Board	Transfers some powers from Executive Committee to Corporation Board	AG argues Executive Committee exercises too many powers reserved for boards of directors; AG concerned that delegation be appropriate and Corporation Board retain some powers
6.04(4), 13.01	Corp Board approves budget, not Exec Comm	Core power
6.04(5)	Corp Board evaluates IGA	Core power; in MEDC IGA
6.04(6)	Corp Board adopts ethics procedures	
6.05(7), 13.02	Corp Board approves investment policy, not Exec Comm	Core power; similar to Budget Act
Art VII Executive Committee	Make corresponding changes to Art. VI changes in 7.04(b) (bylaws), (e)(budget), (h) (investment policy), 7.09 (ethics)	Same as above
9.05	Restate WCAA marketing obligation as obligation to follow by separate contract (since WCAA is not a party)	WCAA cannot be obligated by a document to which it is not a party

10.04	Require request to join by additional Party be accompanied by legal opinion	OAG wants assurance that each additional Party is lawfully able to exercise the necessary powers
14.09	Delete original jurisdiction specified as Wayne County Circuit and Court of Claims	Courts of the State of Michigan are appropriate

The Attorney General’s office has noted that these comments are not to be considered final, and that the office reserves the right to make further comments on these or other aspects of the document.

cc: Jeffrey Aronoff, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230’s “covered opinion” requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

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INTERLOCAL AGREEMENT

creating the

**DETROIT REGION
AEROTROPOLIS DEVELOPMENT
CORPORATION**

Dated _____, 2009

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This **INTERLOCAL AGREEMENT** is entered into pursuant to Act 7 (hereinafter defined), by and among the signatory parties hereto (“Parties”) for the purpose of creating the **DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION**, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein. Each of the Parties is a “public agency” as defined in Act 7 with the power to carry out the programs described in this Agreement.

RECITALS

A. The Parties have determined that attracting air-commerce linked businesses, supply chain businesses, and businesses needing to be physically located near the Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the “Airports”) to the environs of the Airports offers significant economic development opportunities and benefits.

B. The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

C. The Parties desire to enter into an interlocal agreement, pursuant to Act 7 to jointly create the Corporation and exercise the economic development powers shared by the Parties.

D. Each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities, and to enter into this Agreement.

E. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

F. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512.

Section 1.02 “Act 34” means the Revised Municipal Finance Act, Act No. 34 of the Public Acts of Michigan, 2001, as amended, MCL 141.2101 to 141.2821.

Section 1.03 “Act 198” means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 “Act 206” means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 “Act 281” means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.06 “Act 376” means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.07 “Act 381” means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.08 “ADC” or “Corporation” means the Aerotropolis Development Corporation created by this Agreement, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

Section 1.09 “Aerotropolis Development Area” or “ADA” means that term as may be hereafter defined in Act 281, if amended.

Section 1.10 “Aerotropolis Development Zone” or “Zone” means that term as may be hereafter defined in Act 376, if amended.

Section 1.11 “Aerotropolis Master Design Plan” means an overall conceptual design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement to encourage the coordinated and orderly development of the aerotropolis, including the recommended designation of land uses by the Local Government Parties under relevant provisions of the Zoning Act. The Aerotropolis Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution and any necessary implementing ordinance of the governing body of the Local Government Party.

Section 1.12 “Agreement” means this Interlocal Agreement, dated as of the Effective Date.

Section 1.13 “Authority District” means that term as defined in Act 281.

Section 1.14 “Budget Act” means the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

Section 1.15 “Corporation Board” means the board of the Corporation created by section 6.01 of this Agreement.

Section 1.16 “County Party” shall mean any Party organized as a Michigan county.

Section 1.17 “Days” means calendar days, unless otherwise expressly provided.

Section 1.18 “Effective Date” means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is (i) filed with Michigan Department of State, Office of the Great Seal, and (ii) filed with the County Clerk of each county where a Party to this Agreement is located.

Section 1.19 “Executive Committee” means the executive committee of the Corporation Board created by section 7.01 of this Agreement.

Section 1.20 “Fiscal Year” means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Executive Committee.

Section 1.21 “FOIA” or “Freedom of Information Act” means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.

Section 1.22 “Local Government Party” shall mean any Party organized as a Michigan city, village or township.

Section 1.23 “Michigan Strategic Fund” or “MSF” means the Michigan Strategic Fund created pursuant to Act No. 270 of the Public Act of Michigan, 1984, as amended, MCL 125.2001 to 125.2094

Section 1.24 “OMA” or “Open Meetings Act” means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.275.

Section 1.25 “Participation Agreement” means an agreement as described in Article IX of this Agreement.

Section 1.26 “Party” or “Parties” means, either individually or collectively as applicable, each County Party and Local Government Party which is a signatory to this Agreement.

Section 1.27 “Permit” shall mean a permit, license or approval required to be granted by a Local Government Party as a condition of the operation of a business.

Section 1.28 “Person” means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, Public Agency, or other legal entity.

Section 1.29 “Public Agency” means that term as defined in Act 7.

Section 1.30 “Qualified Aerotropolis Business” means that term as may hereafter be defined in Act 198, if amended, or other relevant State law.

Section 1.31 “Site Plan” means that term as defined in the Zoning Act.

Section 1.32 “State” means the State of Michigan.

Section 1.33 “Tax Increment Revenues” means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, “Tax Increment Revenues” shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.34 “TIF Plan” means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.35 “Zoning Act” means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

ARTICLE II
CREATION OF THE
AEROTROPOLIS DEVELOPMENT CORPORATION

Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation. There is hereby created a separate legal entity and public body corporate to be known as the “Detroit Region Aerotropolis Development Corporation” for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted by law and in this Agreement.

Section 2.02 Geographic Boundaries. The boundaries of the Corporation within which it may exercise its powers shall be the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 Principal Office. The initial principal office of the Corporation is 600 Randolph, Third Floor, Detroit, Michigan 48226, or such other location as may be determined from time to time by the Corporation Board.

Section 2.04 Title to Corporation Assets. Except as otherwise provided under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the

Corporation shall have exclusive title to all its property, and no Party or Person shall have an ownership interest in Corporation property.

Section 2.05 Tax-exempt Status. The Parties intend and declare the activities of the Corporation to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend and declare the activities of the Corporation to be of the same character as “governmental functions carried out by a political subdivision of this State,” exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the business tax under the Michigan Business Tax Act, Act No. 36, Public Acts of Michigan, 2007, as amended, MCL 208.1101 to 208.1601, and ad valorem property taxes under Act 206, and exempt to the extent provided under Michigan law from all governmental assessments and fees otherwise applicable to private entities.

Section 2.06 Compliance with Law. The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement.

Section 2.07 Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any employer/employee relationship either express or implied shall arise or accrue to any Party as a result of this Agreement.

Section 2.08 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party’s rights in this Agreement, and/or any other right of any kind, in favor of any Person.

Section 2.09 Ethics; Conflicts of Interest. Members of the Corporation Board and Executive Committee and the officers, appointees and employees of the Corporation shall be considered “public servants” as defined in, and shall be subject to, Act No. 317, Public Acts of Michigan, 1968, as amended, MCL 15.321 to 15.330, and shall be subject to the standards of conduct set forth in Act No. 196, Public Acts of Michigan, 1973, as amended, MCL 15.341 to 15.348.

ARTICLE III PURPOSE

Section 3.01 Purpose. The purpose of the Corporation shall be to take advantage of the provisions of State law, now or hereafter enacted, enabling the creation and implementation of economic development activities generally and of aerotropolis development corporations in particular, as may be hereafter recognized by statute, and to attract facilities

engaged in the shipment of tangible personal property via air cargo, supply chain businesses, and other businesses in accordance with State law, and shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, as may be hereafter recognized by statute, including by way of example and not limitation the powers to designate Aerotropolis Development Zones and Aerotropolis Development Areas and to grant tax abatements to qualified businesses, as may be hereafter recognized by statute, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;

- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement; and
- (i) Sue and be sued.

Section 4.02 Additional Powers Granted Under Act 7. The Corporation shall also have the power to:

- (a) Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;
- (b) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;
- (d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;
- (e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;
- (f) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses, and the rights of the other Parties in such cases;
- (h) Engage auditors to perform independent audits of the financial statements of the Corporation;
- (i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
- (k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and

(1) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

Section 4.03 Powers Under Other State Law. In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to an aerotropolis development corporation under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Section 4.04 Bonds or Notes; Limitations. The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

Section 4.05 Tax Limitation. The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

Section 4.06 Limitation on Political Activities. The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in informational activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 4.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Corporation shall not be operated for profit, and it shall perform governmental and not proprietary functions.

ARTICLE V
SPECIFIC POWERS OF CORPORATION; LIMITATIONS

Section 5.01 Development Criteria. The Corporation shall have the power to develop and establish development criteria and development-ready preconditions for the Parties for economic development assistance. The development criteria shall apply to proposals made to the Corporation for economic development assistance within all or a part of the geographic territory of the Corporation.

Section 5.02 Design Standards. The Corporation shall promulgate specific design standards to be applied to applications received from property owners and developments which desire to receive economic development incentives from the Corporation under this Agreement and relevant law. The design standards shall be submitted to the Local Government Parties for approval prior to implementation by the Corporation.

Section 5.03 Aerotropolis Master Design Plan. The Corporation, in collaboration with the Local Government Parties, shall have the power to promulgate an Aerotropolis Master Design Plan for that area within the boundaries of the Corporation in which the Corporation shall offer economic development incentives. The Aerotropolis Master Design Plan may include proposed land uses to be recommended to the Local Government Parties' consideration in respect of the Local Government Parties' zoning regulations. The Aerotropolis Master Design Plan shall be submitted to the Local Government Parties for approval prior to implementation.

Section 5.04 Application Criteria and Review; Incentives; Approval. The Corporation shall have the power to promulgate application materials; to seek and accept applications from prospective developers and businesses; to establish criteria for Qualified Aerotropolis Businesses; to establish criteria and review applications for incentives from prospective developers and businesses; to make determinations in its sole discretion in respect of the approval, in whole or in part, of such applications and of economic development incentives under relevant law (including, by way of example and not limitation, under Act 376, Act 281, Act 198 and Act 206), except as such discretion is expressly limited by this Agreement or law; to consult with the State officials having subject matter jurisdiction in respect of applications and approvals; to monitor the performance of applicants; and to make recommendations in respect of applications to the State officials or entities, a Local Government Party, or any other Person having subject matter jurisdiction. In the alternative, if an application for designation as a Qualified Aerotropolis Business or for economic development incentives (i) is presented to the Corporation in writing by the Local Government Party and the County Party within which the applicant proposes to locate, (ii) adheres to the development criteria established pursuant to Section 5.01 and the design standards established pursuant to Section 5.02, and (iii) is consistent with the Aerotropolis Master Design Plan promulgated pursuant to Section 5.03, then it shall be deemed approved without further action by the Corporation as of the date of the application. Notice of the application and approval shall be given in accordance with Sections 5.12 to 5.16 of this Agreement, as appropriate.

Section 5.05 Infrastructure Planning and Development. The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the geographic territory of the Corporation.

Section 5.06 Site Selection. The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the geographic territory of the Corporation.

Section 5.07 Marketing; Business Attraction. The Corporation shall have the power to conduct marketing and business attraction efforts on behalf of itself and the Detroit metropolitan region.

Section 5.08 Real Estate Development. The Corporation shall have the power to provide consultation to assist any Person in respect of the development of real estate for use by a Qualified Aerotropolis Business within the geographic territory of the Corporation.

Section 5.09 Regulatory Assistance and Processing. The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.10 Streamlined Permitting Processes. The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to recommend for approval to the Parties streamlined permitting and approval processes for projects within the geographic territory of the Corporation for consideration by the Parties.

Section 5.11 Local Government Assistance. The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the geographic territory of the Corporation.

Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Zone. Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party within which the Zone is proposed to be located. Within the first year following the enactment of the amendatory acts contemplated in this Agreement, each initial Local Government Party shall be entitled to request by resolution and receive the designation by the Corporation of one Zone within its territory, provided: that such Zone shall be consistent with the Aerotropolis Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; each respective Local Government Party shall assist with the preparation of the development plan in respect of such Zone within its territory; and if the number of Zones authorized by State law is fewer than the number of Local Government Parties, this entitlement shall not apply but shall be reviewed by the Corporation and the Local Government Parties to reflect the reduction in the number of Zones authorized. Designation of property as a Zone within the geographic territory of the Corporation shall be accompanied by

the development plan. The Corporation shall consider the criteria set forth in section 7 of Act 376, MCL 125.2687, in designating a Zone. The Corporation shall provide written notice of the proposed designation of property as a Zone to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, a Zone if the Local Government Party within which the proposed Zone is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Zone designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Zone designation to which the original disapproval applied.

Section 5.13 Designation of Aerotropolis Development Areas; Criteria; Conditions; Local Government Party Disapproval. To the extent permitted by Act 281 and herein, the Corporation shall establish criteria for and may establish Aerotropolis Development Areas within the Authority District from time to time. Prior to the establishment of an Aerotropolis Development Area, the Corporation shall receive a resolution of approval from the Local Government Party within which the ADA is proposed to be located. Except as provided below, the Corporation shall not use Tax Increment Revenues derived from ad valorem taxes levied by a Local Government Party for any project or purpose outside the territory of the Local Government Party without the Local Government Party's written consent to the use. Notwithstanding the foregoing, the Corporation may use Tax Increment Revenues for the purpose of paying the Corporation's operating expenses to the extent permitted by law. This Agreement shall be deemed to be an agreement with taxing jurisdictions to share a portion of the captured assessed value or to distribute tax increment revenues among taxing jurisdictions as contemplated by section 12(5) of Act 281. The Corporation shall provide written notice of the proposed designation of an ADA to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, an ADA if the Local Government Party within which the proposed ADA is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of ADA designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the ADA designation to which the original disapproval applied.

Section 5.14 Designation of Qualified Aerotropolis Business; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate a business as a Qualified Aerotropolis Business. The Corporation shall provide written notice of the designation of a business as a Qualified Aerotropolis Business to the Local Government Party within which the Qualified Aerotropolis Business intends to locate not more than 10 days following such designation. The Corporation shall have no power to designate, and shall not designate, a business as a Qualified Aerotropolis Business if the Local Government Party within which the proposed Qualified Aerotropolis

Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Qualified Aerotropolis Business designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Qualified Aerotropolis Business designation to which the original disapproval applied. A Qualified Aerotropolis Business shall be designated only with respect to a particular proposed project for which tax incentives are sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Qualified Aerotropolis Business in respect of that specific proposal, notwithstanding any prior designation as a Qualified Aerotropolis Business in respect of another proposal. For purposes of the foregoing limitation, "particular proposed project" shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Qualified Aerotropolis Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Qualified Aerotropolis Business in respect of that existing project.

Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval. To the extent permitted by Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to the Local Government Party within which the district is proposed to be established not more than 10 days following such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the district to which the original disapproval applied.

Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval. To the extent permitted by Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f(1) under Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to the Local Government Party within which the personal property is located not more than 10 days following the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party within which the new personal property proposed to be exempted is located

delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the exemption; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the exemption to which the original disapproval applied.

ARTICLE VI CORPORATION BOARD

Section 6.01 Corporation Board Composition. The appointing authority of each Party shall appoint one (1) member of the Corporation Board. Members of the Corporation Board shall serve at the pleasure of the appointing Party for terms established by each Party, but not to exceed four (4) years.

(a) Each Party entitled to membership on the Corporation Board shall have the ability to appoint one (1) alternate to serve in a permanent member's place and stead if the permanent member is absent from a Corporation Board meeting. Appointment of the alternate shall be made by the appointing authority in writing.

(b) A vacancy on the Corporation Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Corporation Board members may be removed by the appointing authority at will.

Section 6.02 Meetings. The Corporation Board shall meet at least annually at the place, date, and time as the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act.

Section 6.03 Quorum and Voting. A majority of the Corporation Board then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 6.04 Corporation Board Powers and Responsibilities. The Corporation Board shall do all of the following by a majority vote unless otherwise provided:

(1) Upon the recommendation of the Executive Committee, adopt rules of procedure governing the Corporation Board and Executive Committee and their respective actions and meetings. Initial rules of procedure shall be adopted within six (6) months of the first meeting of the Corporation Board.

(2) Elect Local Government Party members to the Executive Committee.

(3) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act.

(4) Upon the recommendation of the Executive Committee and the Chief Executive Officer, approve the annual budget in accordance with the Budget Act.

(5) Evaluate the Corporation's performance under this Agreement and law and recommend changes to the Executive Committee.

(6) Upon the recommendation of the Executive Committee, establish policies and procedures in respect of ethics and conflicts of interest consistent with Sections 2.09 and 7.09 of this Agreement.

(7) Upon the recommendation of the Executive Committee, approve an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended.

Section 6.05 Fiduciary Duty. The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 6.06 Compensation. The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

ARTICLE VII

EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

Section 7.01 Executive Committee Composition; Appointments. The Executive Committee initially shall have not less than eight (8) and not more than twelve (12) members, and shall be composed as follows:

(a) Eight (8) permanent voting members of the Executive Committee shall be appointed in the following manner: two (2) members representing the Local Government Parties at-large shall be elected by the Corporation Board; one (1) member shall be appointed by the City of Romulus; two (2) members shall be appointed by the Wayne County Airport Authority; two (2) members shall be appointed by Wayne County; and one (1) member shall be appointed by Washtenaw County. Local Government Party at-large representatives shall be selected from among Local Government Parties whose annual

membership fees are currently paid in full, and the City of Romulus representative shall take office upon the payment in full of annual membership fees by the City of Romulus.

(b) Not more than two (2) additional voting members may be appointed by a non-profit foundation established by private entities and organizations having an interest in implementing the Corporation, provided such foundation is recognized by vote of the permanent members of the Executive Committee appointed under Section 7.01(a), and provided that the foundation has agreed to pay the applicable membership fee.

(c) Not more than two (2) additional voting members may be recommended by a non-profit foundation established by private entities and organizations having an interest in implementing the Corporation, provided such foundation is recognized by the Executive Committee; and further provided that the foundation or other entity has agreed to pay the applicable membership fee; and further provided that such recommendations shall be subject to approval by a vote of the permanent members of the Executive Committee appointed under Section 7.01(a).

The number of members and composition of the Executive Committee may be modified by the Executive Committee from time to time pursuant to Section 7.04(i).

Section 7.02 Executive Committee Terms of Office. The terms of office of the Executive Committee shall be as follows:

(a) Each Local Government Party at-large representative shall be elected to a term of two (2) years, and may be reelected from time to time, provided that an individual may not serve consecutively for more than two terms;

(b) Each of the Wayne County Airport Authority representatives shall be appointed to a term of two (2) years;

(c) Each of the County Party representatives and the City of Romulus representative shall be appointed to a term of three (3) years;

(d) Each of the appointees appointed pursuant to Section 7.01(b) shall be appointed to a term of two (2) years; and

(e) Each additional voting member appointed pursuant to Section 7.01(c) shall be appointed to a term of one (1) year.

Members of the Executive Committee shall serve until the earlier of the expiration of their term or until their resignation or removal. Members of the Executive Committee may only be removed by the appointing entity for cause, including failure to attend meetings. Failure to pay the applicable costs, fees or obligations respecting the appointing entity's obligations to the Corporation for a period of sixty (60) days shall be deemed a resignation from the Executive Committee. Membership on the Executive Committee shall be restored upon the payment of the applicable costs, fees or obligations, provided that the vacancy has not otherwise been filled.

Section 7.03 Vacancies. Vacancies shall be filled by appointments made by the respective appointing entity for the balance of the unexpired term.

Section 7.04 Executive Committee Powers and Responsibilities. The Executive Committee shall exercise all of the powers of the Corporation granted to the Corporation by this Agreement and under law excepting those expressly reserved herein for the Corporation Board. Except as expressly provided otherwise, the Executive Committee shall act by majority vote. The Executive Committee may do any one or more of the following:

(a) Appoint the Chief Executive Officer of the Corporation in accordance with section 7.10 of this Agreement who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The Chief Executive Officer shall receive such compensation as determined by the Executive Committee.

(b) Adopt and submit to the Corporation Board for approval bylaws, rules and procedures governing the Corporation and the Executive Committee and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Executive Committee;

(c) Elect officers of the Corporation, which shall be a Chair, Vice Chair, Secretary and Treasurer, and such other officers or assistant officers as the Executive Committee shall determine from time to time. The offices of Secretary and Treasurer may be combined at the Executive Committee's discretion. Initial officers shall be appointed within thirty (30) days of the first meeting of the Executive Committee;

(d) Approve policies to implement day-to-day operation of the Corporation, including policies governing the staff of the Corporation;

(e) Provide for a system of accounts to conform to a uniform system required by law, and review and recommend to the Corporation Board the Corporation's annual budget in accordance with the Budget Act;

(f) Adopt personnel policies and procedures;

(g) Approve policies and procedures with respect to contracting and procurement;

(h) Recommend to the Corporation Board an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended, and establish commercial banking arrangements;

(i) Increase the size of the Executive Committee from time to time and establish terms of office therefor, provided that any additional members shall be required to fully pay in advance the then-applicable membership fee; and

(j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 7.05 Meetings. The Executive Committee shall hold meetings at the place, date, and time as the Executive Committee shall determine. Meetings shall comply with the Open Meetings Act.

Section 7.06 Quorum and Voting. A majority of the Executive Committee then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 7.07 Fiduciary Duty. The members of the Executive Committee, the Chief Executive Officer and other officers of the Corporation are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Executive Committee, the Chief Executive Officer, and other officers of the Corporation shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 7.08 Compensation. The members of the Executive Committee shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Executive Committee may engage in private or public employment, or in a profession or business.

Section 7.09 Conflicts of Interest. The Executive Committee may adopt and recommend to the Corporation Board for approval policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Corporation Board or the Executive Committee who has a direct interest in any matter before the Corporation disclose the member's interest and any reasons reasonably known to the member of the Corporation Board or Executive Committee why the transaction may not be in the best interest of the public before the Corporation Board or Executive Committee takes any action with respect to the matter. The disclosure shall become part of the record of the Corporation's proceedings.

Subject to the relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Corporation that would create a conflict of interest involving members of the Corporation Board, Executive Committee and employees of the Corporation. At a minimum, these policies to be established for the Corporation should include compliance by each member of the Corporation Board, Executive Committee, and employees of the Corporation who regularly exercise significant discretion over the award and management of Corporation projects with policies governing the following:

- (a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

Section 7.10 Chief Executive Officer. No later than six (6) months after the first meeting of the Executive Committee, the Executive Committee shall select and retain a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Executive Committee, the operating budget adopted by the Executive Committee, the general policy guidelines established by the Executive Committee, other applicable governmental procedures and policies, and this Agreement. The Chief Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; the preparation of an annual budget in accordance with the Budget Act; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, including length of service, shall be specified in a written contract between the Chief Executive Officer and the Corporation, provided that the Chief Executive Officer shall serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the Chief Executive Officer by a vote of not less than three-fifths (3/5) of its voting members then serving in office.

ARTICLE VIII DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Corporation commences on the Effective Date and continues for a term of ninety-nine (99) years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7 and Sec. 4.01 of this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Zone, ADA, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

Section 8.03 Termination. This Agreement shall continue until terminated by the first to occur of the following:

- (a) When there is one (1) Party;
- (b) Upon the withdrawal of Wayne County;
- (c) A three-fourths (3/4) vote of the voting members of the Executive Committee then serving in office; or
- (d) Expiration of the stated term of the Agreement.

Section 8.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Corporation.

ARTICLE IX CONTRIBUTIONS

Section 9.01 Entry Fees. Any local government which becomes a Local Government Party to this Agreement shall be required to pay a fixed entry fee. The initial fixed entry fee is set forth on Exhibit A. The fixed entry fee shall be waived in its entirety for the initial Local Government Parties to this Agreement in consideration of the in-kind contributions made in support of creating the Corporation and pursuing appropriate supporting legislation. The fixed entry fee for Local Government Parties subsequently joining the Corporation may be waived in whole or in part by the Executive Committee in its sole reasonable discretion in consideration of in-kind contributions.

Section 9.02 Annual Membership Fees. The Executive Committee shall establish and may revise biannually a schedule of annual membership fees for the Corporation. The membership fees shall include fee categories for Parties and for non-Party entities represented on the Executive Committee, provided that the Wayne County Airport Authority shall not be subject to an annual membership fee. The Corporation's operating expenses shall be paid for first from the collection of Tax Increment Revenues by the Corporation under a TIF Plan, and the amount of Tax Increment Revenues attributable to a Party's annual millage levy shall be credited against that Party's annual membership fee, provided that for the first five years from the establishment of an ADA, the credit against the annual membership fee shall not exceed 1/3 of the then applicable fee. The balance of the annual membership fee shall be paid by the Party from any funds legally available for such purpose. The Executive Committee, in its sole reasonable discretion, may credit the value of in-kind services to the Corporation against the annual membership fees otherwise due and payable from a Party or entity represented on the

Executive Committee which is not a Party, provided that the credit may not exceed 1/3 of the membership fee otherwise due. Long-term payment plans may be entered into for up to three years with approval from the Executive Committee, provided that a good faith cash payment is made each year and provided further that the Party consents to the designation of an ADA within the Party's territory. Notwithstanding the other provisions of this section, the Executive Committee also may reduce or defer the payment of annual membership fees or make other necessary or convenient accommodations on account of hardship in appropriate cases. The initial annual membership fees are set forth on Exhibit A.

Section 9.03 Personal Property, Assets and Services. Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property, assets and services contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, by reference to a published market rate of the items in question, competitive quotes, or other objective measure approved by the Executive Committee.

Section 9.04 Employees. Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Executive Committee. The Corporation shall have full discretion to return the employee to the Party or other entity for non-performance, in which case the Party or other entity shall be subject to and shall promptly pay the remaining membership fee.

Section 9.05 Marketing Costs. The Corporation expects and intends to enter into an agreement with the Wayne County Airport Authority under which the Wayne County Airport Authority and the Corporation annually shall prepare a marketing budget for the Corporation for the purpose of paying for marketing efforts designed to attract users to Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the "Airports"). The agreement shall provide that the Wayne County Airport Authority shall pay the reasonable share of such budget representing Airports-related marketing expenses, but only to the extent permitted by State and federal law and regulation. Expenditure of such budgeted moneys shall be subject to annual review and audit to assure compliance with State and federal law and regulation.

Section 9.06 Acts and Omissions. The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

Section 9.07 Execution of Documents. The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

Section 9.08 Participation Agreement. The Corporation and a Party may enter into a Participation Agreement for the purpose of executing the purposes and activities contemplated by this Agreement.

ARTICLE X
ADMISSION OF OTHER PARTIES

Section 10.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chief Executive Officer and pursuant to guidelines established by the Executive Committee, payment of the then applicable membership fees, and in accordance with law. The Chief Executive Officer may recommend approval to the Executive Committee. The Executive Committee shall approve or deny the request. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 10.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 10.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

Section 10.04 Opinion of Legal Counsel. The written request submitted to the Chief Executive Officer shall be accompanied by an opinion of legal counsel to the Public Agency in form and substance satisfactory to counsel to the Corporation, and to the Attorney General of the State if approval by the Attorney General is then required, including but not limited to opinions to the effect that the Public Agency is validly formed, has the powers set forth in Articles IV and V of this Agreement, and that the Agreement, once duly executed and delivered, will be the valid and binding obligation of the Public Agency, enforceable in accordance with its terms.

ARTICLE XI
REVENUE SHARING, JOINT PLANNING COMMISSION

Section 11.01 Revenue Sharing. The Parties conceptually agree that the Corporation's success in attracting economic development should be shared among all Parties. The Parties therefore agree to investigate a fair and equitable means of sharing all or a portion of revenue derived by and for the benefit of the Parties in accordance with the provisions of Act 7 and other relevant law.

Section 11.02 Joint Planning Commission. The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

ARTICLE XII
BOOKS AND REPORTS

Section 12.01 Accrual Basis. The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 12.02 Corporation Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

Section 12.03 Financial Statements and Reports. The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

Section 12.04 Freedom of Information Act. The Corporation is subject to and shall comply with the Freedom of Information Act.

ARTICLE XIII
FINANCES

Section 13.01 Annual Budget. The Corporation shall be subject to and comply with the Budget Act. The Chief Executive Officer annually shall prepare and the Executive Committee and Corporation Board shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 13.02 Deposits and Investments. The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Executive Committee and the Corporation Board consistent with State law regarding the investment of public funds.

Section 13.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Executive Committee and in accordance with the Budget Act and law.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Notices. Notice of all meetings of the Executive Committee and of the Corporation Board shall be given in the manner required by the OMA. In addition, at least three (3) days prior to the date set for the holding of any meeting of the Executive Committee or Corporation Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Executive Committee member and Corporation Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Corporation. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system. The Chief Executive Officer or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven (7) days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Corporation. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sendee as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the Corporation, with a written copy by first class mail, provided that notices required by Sections 5.12, 5.13, 5.14, 5.15 and 5.16 and notices of withdrawal shall be sent by email or other electronic means and by certified mail, return receipt requested, in lieu of first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Corporation from time to time. All correspondence shall be considered delivered to a Party as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system.

Section 14.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 14.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 14.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this

Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 14.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 14.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 14.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 14.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 14.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

Section 14.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.

Section 14.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

_____ OF _____
Address:

WITNESS:

BY: _____

ITS: _____

DATE: _____

EXHIBIT A

MEMBERSHIP FEE SCHEDULE

Annual Membership Fees:

County Party	\$ 50,000 per seat on Executive Committee
Local Government Party	25,000 each Party
Private Sector/ Foundation	100,000 per seat on Executive Committee

Fixed Entry Fees:

Local Government Party	\$ 50,000 each Party
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INTERLOCAL AGREEMENT

creating the

DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION

Dated _____, ~~2008~~2009

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This **INTERLOCAL AGREEMENT** is entered into pursuant to Act 7 (hereinafter defined), by and among the signatory parties hereto (“Parties”) for the purpose of creating the **DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION**, a separate legal entity and public body corporate ~~and politic, doing business as~~, to administer the economic development objectives and purposes set forth herein. Each of the Parties is a “public agency” as defined in Act 7 with the power to carry out the programs described in this Agreement.

RECITALS

A. The Parties have determined that attracting air-commerce linked businesses, supply chain businesses, and businesses needing to be physically located near the Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the “Airports”) to the environs of the Airports offers significant economic development opportunities and benefits.

B. The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

C. The Parties desire to enter into an interlocal agreement, pursuant to Act 7 to jointly create ~~an aerotropolis development corporation~~ the Corporation and exercise the economic development powers shared by the Parties.

D. Each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities, and to enter into this Agreement.

E. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by ~~an aerotropolis development corporation~~ the Corporation, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

F. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512.

Section 1.02 “Act 34” means the Revised Municipal Finance Act, Act No. 34 of the Public Acts of Michigan, 2001, as amended, MCL 141.2101 to 141.2821.

Section 1.03 ~~Section 1.02~~ “Act 198” means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 ~~Section 1.03~~ “Act 206” means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 ~~Section 1.04~~ “Act 281” means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.06 ~~Section 1.05~~ “Act 376” means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.07 ~~Section 1.06~~ “Act 381” means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.08 ~~Section 1.07~~ “ADC” or “Corporation” means the Aerotropolis Development Corporation created by this Agreement, a separate legal entity and public body corporate ~~and politic~~, to administer the economic development objectives and purposes set forth herein.

Section 1.09 ~~Section 1.08~~ “Aerotropolis Development Area” or “ADA” means that term as may be hereafter defined in Act ~~281~~281, if amended.

Section 1.10 ~~Section 1.09~~ “Aerotropolis Development Zone” or “Zone” means that term as may be hereafter defined in Act ~~376~~376, if amended.

Section 1.11 ~~Section 1.10~~ “Aerotropolis Master Design Plan” means an overall conceptual design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement ~~for to encourage~~ the coordinated and orderly development of the aerotropolis, including the recommended designation of land uses by the Local Government Parties under relevant provisions of the Zoning Act. The Aerotropolis Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution and any necessary implementing ordinance of the governing body of the Local Government Party.

Section 1.12 ~~Section 1.11~~ “Agreement” means this Interlocal Agreement, dated as of the Effective Date.

Section 1.13 ~~Section 1.12~~ “Authority District” means that term as defined in Act 281.

[Section 1.14](#) ~~Section 1.13~~ “Budget Act” means the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

[Section 1.15](#) ~~Section 1.14~~ “Corporation Board” means the board of the Corporation created by section 6.01 of this Agreement.

[Section 1.16](#) ~~Section 1.15~~ “County Party” shall mean any Party organized as a Michigan county.

[Section 1.17](#) ~~Section 1.16~~ “Days” means calendar days, unless otherwise expressly provided.

[Section 1.18](#) ~~Section 1.17~~ “Effective Date” means the later of the dates on which a fully executed copy of this Agreement, [pursuant to Section 10 of Act 7](#), is (i) ~~first~~ filed with Michigan Department of State, Office of the Great Seal, and (ii) filed with the County Clerk of each county ~~which is where~~ a Party to this Agreement ~~pursuant to Section 10 of Act 7~~ [is located](#).

[Section 1.19](#) ~~Section 1.18~~ “Executive Committee” means the executive committee of the Corporation Board created by section 7.01 of this Agreement.

[Section 1.20](#) ~~Section 1.19~~ “Fiscal Year” means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Executive Committee.

[Section 1.21](#) ~~Section 1.20~~ “FOIA” or “Freedom of Information Act” means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.

[Section 1.22](#) ~~Section 1.21~~ “Local Government Party” shall mean any Party organized as a Michigan city, village or township.

[Section 1.23](#) ~~Section 1.22~~ “Michigan Strategic Fund” or “MSF” means the Michigan Strategic Fund created pursuant to Act No. 270 of the Public Act of Michigan, 1984, as amended, MCL 125.2001 to 125.2094

[Section 1.24](#) ~~Section 1.23~~ “OMA” or “Open Meetings Act” means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.275.

[Section 1.25](#) ~~Section 1.24~~ “Participation Agreement” means an agreement as described in Article IX of this Agreement.

[Section 1.26](#) ~~Section 1.25~~ “Party” or “Parties” means, either individually or collectively as applicable, each County Party and Local Government Party which is a signatory to this Agreement.

Section 1.27 ~~Section 1.26~~ “Permit” shall mean a permit, license or approval required to be granted by a Local Government Party as a condition of the operation of a business.

Section 1.28 ~~Section 1.27~~ “Person” means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, Public Agency, or other legal entity.

Section 1.29 ~~Section 1.28~~ “Public Agency” means that term as defined in Act 7.

Section 1.30 ~~Section 1.29~~ “Qualified Aerotropolis Business” means that term as may hereafter be defined in Act 198, 198, if amended, or other relevant State law.

Section 1.31 ~~Section 1.30~~ “Site Plan” means that term as defined in the Zoning Act.

Section 1.32 ~~Section 1.31~~ “State” means the State of Michigan.

Section 1.33 ~~Section 1.32~~ “Tax Increment Revenues” means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, “Tax Increment Revenues” shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.34 ~~Section 1.33~~ “TIF Plan” means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.35 ~~Section 1.34~~ “Zoning Act” means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

ARTICLE II
CREATION OF THE
AEROTROPOLIS DEVELOPMENT CORPORATION

Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation. There is hereby created a separate legal entity and public body corporate ~~and politic~~ to be known as the “Detroit Region Aerotropolis Development Corporation” for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted by law and in ~~Articles IV, V and VI of~~ this Agreement.

Section 2.02 Geographic Boundaries. The boundaries of the Corporation within which it may exercise its powers shall be the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 Principal Office. The initial principal office of the Corporation is 600 Randolph, Third Floor, Detroit, Michigan 48226, or such other location as may be determined from time to time by the Corporation Board.

Section 2.04 Title to Corporation Assets. Except as otherwise provided ~~in~~ under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the Corporation shall have exclusive title to all its property, and no Party or Person shall have an ownership interest in Corporation property.

Section 2.05 Tax-exempt Status. The Parties intend and declare the activities of the Corporation to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend and declare the activities of the Corporation to be of the same character as “governmental functions carried out by a political subdivision of this State,” exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the business tax under the Michigan Business Tax Act, Act No. 36, Public Acts of Michigan, 2007, as amended, MCL 208.1101 to 208.1601, and ad valorem property taxes under Act 206, and exempt to the extent provided under Michigan law from all governmental assessments and fees otherwise applicable to private entities.

Section 2.06 Compliance with Law. The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement, ~~including duties and obligations that may from time to time be transferred to the Corporation from each of the respective Parties or to which the Corporation shall be subject by direction of the Parties.~~

Section 2.07 Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any employer/employee relationship either express or implied shall arise or accrue to any Party as a result of this Agreement.

Section 2.08 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party’s rights in this Agreement, and/or any other right of any kind, in favor of any Person.

Section 2.09 Ethics; Conflicts of Interest. Members of the ~~Corporate~~Corporation Board and Executive Committee and the officers, appointees and employees of the Corporation shall be considered “public servants” as defined in, and shall be subject to, Act No. 317, Public Acts of Michigan, 1968, as amended, MCL 15.321 to 15.330, and

shall be ~~considered “public officers” or “employees,” as applicable, as defined in, and shall be subject to,~~ subject to the standards of conduct set forth in Act No. 196, Public Acts of Michigan, 1973, as amended, MCL 15.341 to 15.348.

~~Section 2.10 ——— Limitation of Liability. To the extent that a Party has transferred any administrative obligation or responsibility imposed upon it by law to the Corporation, and to the extent that such Party has provided funding as may be required by agreement with the Corporation, actual and timely performance by the Corporation shall be deemed satisfaction of the Party’s obligation or responsibility. In such cases, the transferring Party shall not be responsible in any way for performance of the transferred obligation or responsibility. An agreement respecting transfers of administrative obligations or responsibilities may limit the liability of a transferring Party for any actions taken by the Corporation. The Corporation may insure against any such potential loss/damage.~~

~~Section 2.11 ——— Assumed Name. The Corporation shall have the power and authority to operate under an assumed name as determined from time to time by the Executive Committee.~~

ARTICLE III PURPOSE

Section 3.01 Purpose. The purpose of the Corporation shall be to take advantage of the provisions of State law, now or hereafter enacted, enabling the creation and implementation of economic development activities generally and of aerotropolis development corporations in particular, as may be hereafter recognized by statute, and to attract ~~air commerece linked businesses~~ facilities engaged in the shipment of tangible personal property via air cargo, supply chain businesses, and other businesses ~~needing to be physically located to the environs of the Airports~~ in accordance with State law, and shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by ~~an aerotropolis development corporation~~ the Corporation, as may be hereafter recognized by statute, including by way of example and not limitation the powers to designate ~~aerotropolis development zones and aerotropolis development areas~~ Aerotropolis Development Zones and Aerotropolis Development Areas and to grant tax abatements to qualified ~~aerotropolis~~ businesses, as may be hereafter recognized by statute, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV
GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or ~~Corporation~~authority related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. ~~The Corporation shall not have the power to bind a Party, unless otherwise agreed to by the Party.~~ The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;
- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement; and
- (i) Sue and be sued.

Section 4.02 Additional Powers Granted Under Act 7. The Corporation shall also have the power to:

- (a) Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;
- (b) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;

(d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;

(e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;

(f) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses, and the rights of the other Parties in such cases;

(h) Engage auditors to perform independent audits of the financial statements of the Corporation;

(i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and

(l) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

Section 4.03 Powers Under Other State Law. In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to an aerotropolis development corporation under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Section 4.04 Bonds or Notes; Limitations. The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA

206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

Section 4.05 Tax Limitation. The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

Section 4.06 Limitation on Political Activities. The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in informational activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 4.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Corporation shall not be operated for profit, and it shall perform governmental and not proprietary functions.

ARTICLE V
SPECIFIC POWERS OF CORPORATION; LIMITATIONS

Section 5.01 Development Criteria. The Corporation shall have the power to develop and establish development criteria and development-ready preconditions for the Parties for economic development assistance ~~for application.~~ The development criteria shall apply to proposals made to the Corporation for economic development assistance within all or a part of the geographic territory of the Corporation.

Section 5.02 Design Standards. The Corporation shall promulgate specific design standards to be applied to applications received from property owners and developments which desire to receive economic development incentives from the Corporation under this Agreement and relevant law. The design standards shall be submitted to the Local Government Parties for approval prior to implementation by the Corporation.

Section 5.03 Aerotropolis Master Design Plan. The Corporation, in collaboration with the Local Government Parties, shall have the power to promulgate an Aerotropolis Master Design Plan for that area within the boundaries of the Corporation in which ~~shall constitute the aerotropolis~~ the Corporation shall offer economic development incentives. The Aerotropolis Master Design Plan may include proposed land uses, ~~and~~ to be recommended

to the Local Government Parties' consideration in respect of the Local Government Parties' zoning regulations. The Aerotropolis Master Design Plan shall be submitted to the Local Government Parties for approval prior to implementation.

Section 5.04 Application Criteria and Review; Incentives; Approval. The Corporation shall have the power to promulgate application materials; to seek and accept applications from prospective developers and businesses; to establish criteria for Qualified Aerotropolis Businesses; to establish criteria and review applications for incentives from prospective developers and businesses; to make determinations in its sole discretion in respect of the approval, in whole or in part, of such applications and of economic development incentives under relevant law (including, by way of example and not limitation, under Act 376, Act 281, Act 198 and Act 206), except as such discretion is expressly limited by this Agreement or law; to consult with the ~~Michigan Strategic Fund~~State officials having subject matter jurisdiction in respect of applications and approvals; to monitor the performance of applicants; and to make recommendations in respect of applications to the ~~Michigan Strategic Fund~~State officials or entities, a Local Government Party, or any other Person having subject matter jurisdiction. In the alternative, if an application for designation as a Qualified Aerotropolis Business or for economic development incentives (i) is presented to the Corporation in writing by the Local Government Party and the County Party within which the applicant proposes to locate, (ii) adheres to the development criteria established pursuant to Section 5.01 and the design standards established pursuant to Section 5.02, and (iii) is consistent with the Aerotropolis Master Design Plan promulgated pursuant to Section 5.03, then it shall be deemed approved without further action by the Corporation as of the date of the application. Notice of the application and approval shall be given in accordance with Sections 5.12 to 5.16 of this Agreement, as appropriate.

Section 5.05 Infrastructure Planning and Development. The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the geographic territory of the Corporation.

Section 5.06 Site Selection. The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the geographic territory of the Corporation.

Section 5.07 Marketing; Business Attraction. The Corporation shall have the power to conduct marketing and business attraction efforts on behalf of itself and the Detroit metropolitan region.

Section 5.08 Real Estate Development. The Corporation shall have the power to provide consultation to assist any Person in respect of the development of real estate for use by a Qualified Aerotropolis Business within the geographic territory of the Corporation.

Section 5.09 Regulatory Assistance and Processing. The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.10 Streamlined Permitting Processes. The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to ~~promulgate and~~ recommend for approval to the ~~Local Government~~ Parties streamlined permitting and approval processes for projects within the geographic territory of the Corporation for consideration by the Parties.

Section 5.11 Local Government Assistance. The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the geographic territory of the Corporation.

Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval. ~~Subject to~~To the ~~provisions of extent permitted by~~ Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Zone. Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party within which the Zone is proposed to be located. Within the first year following the enactment of the amendatory acts contemplated in this Agreement, each initial Local Government Party shall be entitled to request by resolution and receive the designation by the Corporation of one Zone within its territory, provided: that such Zone shall be consistent with the Aerotropolis Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; each respective Local Government Party shall assist with the preparation of the development plan in respect of such Zone within its territory; and if the number of Zones authorized by State law is fewer than ~~10,~~the number of Local Government Parties, this entitlement shall not apply but shall be reviewed by the Corporation and the Local Government Parties to reflect the reduction in the number of Zones authorized. Designation of property as a Zone within the geographic territory of the Corporation shall be accompanied by the development plan. The Corporation shall consider the criteria set forth in section 7 of Act 376, MCL 125.2687, in designating a Zone. The Corporation shall provide written notice of the proposed designation of property as a Zone to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, a Zone if the Local Government Party within which the proposed Zone is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Zone designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Zone designation to which the original disapproval applied.

Section 5.13 Designation of Aerotropolis Development Areas; Criteria; Conditions; Local Government Party Disapproval. ~~The~~To the extent permitted by Act 281 and herein, the Corporation shall establish criteria for and may establish Aerotropolis Development Areas within the Authority District from time to time. Prior to the establishment of an Aerotropolis Development Area, the Corporation shall receive a resolution of approval from the Local Government Party within which the ADA is proposed to be located. Except as provided below, the Corporation shall not use Tax Increment Revenues derived from ad valorem taxes

levied by a Local Government Party for any project or purpose outside the territory of the Local Government Party without the Local Government Party's written consent to the use. Notwithstanding the foregoing, the Corporation may use Tax Increment Revenues for the purpose of paying the Corporation's operating expenses to the extent permitted by law. This Agreement shall be deemed to be an agreement with taxing jurisdictions to share a portion of the captured assessed value or to distribute tax increment revenues among taxing jurisdictions as contemplated by section 12(5) of Act 281. The Corporation shall provide written notice of the proposed designation of an ADA to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, an ADA if the Local Government Party within which the proposed ADA is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of ADA designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the ADA designation to which the original disapproval applied.

Section 5.14 Designation of Qualified Aerotropolis Business; Local Government Party Disapproval. ~~Subject to~~To the ~~provisions of~~extent permitted by Act 376 and herein, the Corporation shall have the power to designate a business as a Qualified Aerotropolis Business. The Corporation shall provide written notice of the ~~proposed~~ designation of a business as a Qualified Aerotropolis Business to ~~each~~the Local Government Party within ~~10 days of~~which the Qualified Aerotropolis Business intends to locate not more than 10 days following such designation. The Corporation shall have no power to designate, and shall not designate, a business as a Qualified Aerotropolis Business-~~Zone~~ if the Local Government Party within which the proposed Qualified Aerotropolis Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Qualified Aerotropolis Business designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Qualified Aerotropolis Business designation to which the original disapproval applied. A Qualified Aerotropolis Business shall be designated only with respect to a particular proposed project for which tax incentives are sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Qualified Aerotropolis Business in respect of that specific proposal, notwithstanding any prior designation as a Qualified Aerotropolis Business in respect of another proposal. For purposes of the foregoing limitation, "particular proposed project" shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Qualified Aerotropolis Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Qualified Aerotropolis Business in respect of that existing project.

Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval. ~~Subject to~~To the ~~provisions of~~extent permitted by Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to ~~each~~the Local Government Party within which the district is proposed to be established not more than 10 days ~~of~~following such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the district to which the original disapproval applied.

Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval. ~~Subject to~~To the ~~provisions of~~extent permitted by Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f(1) under Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to ~~each~~the Local Government Party within which the personal property is located not more than 10 days ~~of~~following the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party within which the new personal property proposed to be exempted is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the exemption; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the exemption to which the original disapproval applied.

ARTICLE VI CORPORATION BOARD

Section 6.01 Corporation Board Composition. The appointing authority of each Party shall appoint one (1) member of the Corporation Board. Members of the Corporation Board shall serve at the pleasure of the appointing Party for terms established by each Party, but not to exceed four (4) years.

(a) Each Party entitled to membership on the Corporation Board shall have the ability to appoint one (1) alternate to serve in a permanent member's place and stead if the

permanent member is absent from a Corporation Board meeting. Appointment of the alternate shall be made by the appointing authority in writing.

(b) A vacancy on the Corporation Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Corporation Board members may be removed by the appointing authority at will.

Section 6.02 Meetings. The Corporation Board shall meet at least annually at the place, date, and time as the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act.

Section 6.03 Quorum and Voting. A majority of the Corporation Board then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 6.04 Corporation Board Powers and Responsibilities. The Corporation Board shall do all of the following by a majority vote unless otherwise provided:

(1) ~~Adopt~~ Upon the recommendation of the Executive Committee, adopt rules of procedure governing the Corporation Board and ~~its~~ Executive Committee and their respective actions and meetings. Initial rules of procedure shall be adopted within six (6) months of the first meeting of the Corporation Board.

(2) Elect Local Government Party members to the Executive Committee.

(3) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act.

(4) Upon the recommendation of the Executive Committee and the Chief Executive Officer, approve the annual budget in accordance with the Budget Act.

(5) Evaluate the Corporation's performance under this Agreement and law and recommend changes to the Executive Committee.

(6) Upon the recommendation of the Executive Committee, establish policies and procedures in respect of ethics and conflicts of interest consistent with Sections 2.09 and 7.09 of this Agreement.

(7) Upon the recommendation of the Executive Committee, approve an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended.

Section 6.05 Fiduciary Duty. The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 6.06 Compensation. The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

ARTICLE VII
EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

Section 7.01 Executive Committee Composition; Appointments. The Executive Committee initially shall have not less than eight (8) and not more than twelve (12) members, and shall be composed as follows:

(a) Eight (8) permanent voting members of the Executive Committee shall be appointed in the following manner: two (2) members representing the Local Government Parties at-large shall be elected by the Corporation Board; one (1) member shall be appointed by the City of Romulus; two (2) members shall be appointed by the Wayne County Airport Authority; two (2) members shall be appointed by Wayne County; and one (1) member shall be appointed by Washtenaw County. Local Government Party at-large representatives shall be selected from among Local Government Parties whose annual membership fees are currently paid in full, and the City of Romulus representative shall take office upon the payment in full of annual membership fees by the City of Romulus.

(b) Not more than two (2) additional voting members may be appointed by a non-profit foundation established by private entities and organizations having an interest in implementing the ~~aerotropolis~~Corporation, provided such foundation is recognized by vote of the permanent members of the Executive Committee appointed under Section 7.01(a), and provided that the foundation has agreed to pay the applicable membership fee.

(c) Not more than two (2) additional voting members may be recommended by a non-profit foundation established by private entities and organizations having an interest in implementing the ~~aerotropolis~~Corporation, provided such foundation is recognized by the Executive Committee; and further provided that the foundation or other entity has agreed to pay the applicable membership fee; and further provided that such recommendations shall be subject to approval by a vote of the permanent members of the Executive Committee appointed under Section 7.01(a).

The number of members and composition of the Executive Committee may be modified by the Executive Committee from time to time pursuant to Section 7.04(i).

Section 7.02 Executive Committee Terms of Office. The terms of office of the Executive Committee shall be as follows:

- (a) Each Local Government Party at-large representative shall be elected to a term of two (2) years, and may be reelected from time to time, provided that an individual may not serve consecutively for more than two terms;
- (b) Each of the Wayne County Airport Authority representatives shall be appointed to a term of two (2) years;
- (c) Each of the County Party representatives and the City of Romulus representative shall be appointed to a term of three (3) years;
- (d) Each of the appointees appointed pursuant to Section 7.01(b) shall be appointed to a term of two (2) years; and
- (e) Each additional voting member appointed pursuant to Section 7.01(c) shall be appointed to a term of one (1) year.

Members of the Executive Committee shall serve until the earlier of the expiration of their term or until their resignation or removal. Members of the Executive Committee may only be removed by the appointing entity for cause, including failure to attend meetings. Failure to pay the applicable costs, fees or obligations respecting the appointing entity's obligations to the Corporation for a period of sixty (60) days shall be deemed a resignation from the Executive Committee. Membership on the Executive Committee shall be restored upon the payment of the applicable costs, fees or obligations, provided that the vacancy has not otherwise been filled.

Section 7.03 Vacancies. Vacancies shall be filled by appointments made by the respective appointing entity for the balance of the unexpired term.

Section 7.04 Executive Committee Powers and Responsibilities. The Executive Committee shall exercise all of the powers of the Corporation granted to the Corporation by this Agreement and under law excepting those expressly reserved herein for the Corporation Board. Except as expressly provided otherwise, the Executive Committee shall act by majority vote. The Executive Committee may do any one or more of the following:

- (a) Appoint the Chief Executive Officer of the Corporation in accordance with section 7.10 of this Agreement who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The Chief Executive Officer shall receive such compensation as determined by the Executive Committee.
- (b) Adopt and submit to the Corporation Board for approval bylaws, rules and procedures governing the Corporation and the Executive Committee and its actions and

meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Executive Committee;

(c) Elect officers of the Corporation, which shall be a Chair, Vice Chair, Secretary and Treasurer, and such other officers or assistant officers as the Executive Committee shall determine from time to time. The offices of Secretary and Treasurer may be combined at the Executive Committee's discretion. Initial officers shall be appointed within thirty (30) days of the first meeting of the Executive Committee;

(d) Approve policies to implement day-to-day operation of the Corporation, including policies governing the staff of the Corporation;

(e) Provide for a system of accounts to conform to a uniform system required by law, and review and ~~approve~~recommend to the Corporation Board the Corporation's annual budget in accordance with the Budget Act;

(f) Adopt personnel policies and procedures;

(g) Approve policies and procedures with respect to contracting and procurement;

(h) ~~Adopt~~Recommend to the Corporation Board an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended, and establish commercial banking arrangements;

(i) Increase the size of the Executive Committee from time to time and establish terms of office therefor, provided that any additional members shall be required to fully pay in advance the then-applicable membership fee; and

(j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 7.05 Meetings. The Executive Committee shall hold meetings at the place, date, and time as the Executive Committee shall determine. Meetings shall comply with the Open Meetings Act.

Section 7.06 Quorum and Voting. A majority of the Executive Committee then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 7.07 Fiduciary Duty. The members of the Executive Committee, the Chief Executive Officer and other officers of the Corporation are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Executive Committee, the Chief Executive Officer, and other officers of the Corporation shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 7.08 Compensation. The members of the Executive Committee shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Executive Committee may engage in private or public employment, or in a profession or business.

Section 7.09 Conflicts of Interest. The Executive Committee may ~~establish~~adopt and recommend to the Corporation Board for approval policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest. The ~~Executive Committee may~~policies and procedures shall require that a member of the Corporation Board or the Executive Committee who has a direct interest in any matter before the Corporation disclose the member's interest and any reasons reasonably known to the member of the Corporation Board or Executive Committee why the transaction may not be in the best interest of the public before the Corporation Board or Executive Committee takes any action with respect to the matter. The disclosure shall become part of the record of the Corporation's proceedings.

~~The Executive Committee also may establish policies to preclude~~Subject to the relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Corporation that would create a conflict of interest involving members of the Corporation Board, Executive Committee and employees of the Corporation. At a minimum, these policies to be established for the Corporation should include compliance by each member of the Corporation Board, Executive Committee, and employees of the Corporation who regularly exercise significant discretion over the award and management of Corporation projects with policies governing the following:

- (a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.
- (b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

Section 7.10 Chief Executive Officer. No later than six (6) months after the first meeting of the Executive Committee, the Executive Committee shall select and retain a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Executive Committee, the operating budget adopted by the Executive Committee, the general policy guidelines established by the Executive Committee, other applicable governmental procedures and policies, and this Agreement. The Chief Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; the preparation of an annual budget in accordance with the Budget Act; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, including length of service, shall be specified in a written contract between the Chief Executive Officer and the ~~Executive Committee~~Corporation, provided that the Chief Executive Officer shall serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the Chief

Executive Officer by a vote of not less than three-fifths (3/5) of its voting members then serving in office.

ARTICLE VIII
DURATION OF, WITHDRAWAL FROM, AND
TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Corporation commences on the Effective Date and continues for a term of ninety-nine (99) years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations ~~in reliance upon the payment by the Party of a share of the debt or obligation~~ which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7 and Sec. 4.01 of this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Zone, ADA, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

Section 8.03 Termination. This Agreement shall continue until terminated by the first to occur of the following:

- (a) When there is one (1) Party;
- (b) Upon the withdrawal of Wayne County;
- (c) A three-fourths (3/4) vote of the voting members of the Executive Committee then serving in office; or
- (d) Expiration of the stated term of the Agreement.

Section 8.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and

(b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Corporation.

ARTICLE IX CONTRIBUTIONS

Section 9.01 Entry Fees. Any local government which becomes a Local Government Party to this Agreement shall be required to pay a fixed entry fee. The initial fixed entry fee is set forth on Exhibit A. The fixed entry fee shall be waived in its entirety for the initial Local Government Parties to this Agreement in consideration of the in-kind contributions made in support of creating the Corporation and pursuing appropriate supporting legislation. The fixed entry fee for Local Government Parties subsequently joining the Corporation may be waived in whole or in part by the Executive Committee in its sole reasonable discretion in consideration of in-kind contributions.

Section 9.02 Annual Membership Fees. The Executive Committee shall establish and may revise biannually a schedule of annual membership fees for the Corporation. The membership fees shall include fee categories for Parties and for non-Party entities represented on the Executive Committee, provided that the Wayne County Airport Authority shall not be subject to an annual membership fee. The Corporation's operating expenses shall be paid for first from the collection of Tax Increment Revenues by the Corporation under a TIF Plan, and the amount of Tax Increment Revenues attributable to a Party's annual millage levy shall be credited against that Party's annual membership fee, provided that for the first five years from the establishment of an ADA, the credit against the annual membership fee shall not exceed 1/3 of the then applicable fee. The balance of the annual membership fee shall be paid by the Party from any funds legally available for such purpose. The Executive Committee, in its sole reasonable discretion, may credit the value of in-kind services to the Corporation against the annual membership fees otherwise due and payable from a Party or entity represented on the Executive Committee which is not a Party, provided that the credit may not exceed 1/3 of the membership fee otherwise due. Long-term payment plans may be entered into for up to three years with approval from the Executive Committee, provided that a good faith cash payment is made each year and provided further that the Party consents to the designation of an ADA within the Party's territory. Notwithstanding the other provisions of this section, the Executive Committee also may reduce or defer the payment of annual membership fees or make other necessary or convenient accommodations on account of hardship in appropriate cases. The initial annual membership fees are set forth on Exhibit A.

Section 9.03 Personal Property, Assets and Services. Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property, assets and services contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, by reference to a published market rate of the items

in question, competitive quotes, or other objective measure approved by the Executive Committee.

Section 9.04 Employees. Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Executive Committee. The Corporation shall have full discretion to return the employee to the Party or other entity for non-performance, in which case the Party or other entity shall be subject to and shall promptly pay the ~~Party's or other entity's~~ remaining membership fee.

Section 9.05 Marketing Costs. The Corporation expects and intends to enter into an agreement with the Wayne County Airport Authority under which the Wayne County Airport Authority and the Corporation annually shall prepare a marketing budget for the Corporation for the purpose of paying for marketing efforts designed to attract users to Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the "Airports"). The agreement shall provide that the Wayne County Airport Authority shall pay the reasonable share of such budget representing Airports-related marketing expenses, but only to the extent permitted by State and federal law and regulation. Expenditure of such budgeted moneys shall be subject to annual review and audit to assure compliance with State and federal law and regulation.

Section 9.06 Acts and Omissions. The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

Section 9.07 Execution of Documents. The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

Section 9.08 Participation Agreement. The Corporation and a Party may enter into a Participation Agreement for the purpose of executing the purposes and activities contemplated by this Agreement.

ARTICLE X ADMISSION OF OTHER PARTIES

Section 10.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chief Executive Officer and pursuant to guidelines established by the Executive Committee, payment of the then applicable membership fees, and in accordance with law. The Chief Executive Officer may recommend approval to the Executive Committee. The Executive Committee shall approve or deny the request. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 10.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 10.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

~~Article XI~~

Section 10.04 Opinion of Legal Counsel. The written request submitted to the Chief Executive Officer shall be accompanied by an opinion of legal counsel to the Public Agency in form and substance satisfactory to counsel to the Corporation, and to the Attorney General of the State if approval by the Attorney General is then required, including but not limited to opinions to the effect that the Public Agency is validly formed, has the powers set forth in Articles IV and V of this Agreement, and that the Agreement, once duly executed and delivered, will be the valid and binding obligation of the Public Agency, enforceable in accordance with its terms.

ARTICLE XI

REVENUE SHARING, JOINT PLANNING COMMISSION

Section 11.01 Revenue Sharing. The Parties conceptually agree that the Corporation's success in attracting economic development should be shared among all Parties. The Parties therefore agree to investigate a fair and equitable means of sharing all or a portion of revenue derived by and for the benefit of the Parties in accordance with the provisions of Act 7 and other relevant law.

Section 11.02 Joint Planning Commission. The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

ARTICLE XII

BOOKS AND REPORTS

Section 12.01 ~~Section 12.01.~~ Accrual Basis. The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 12.02 ~~Section 12.02.~~ Corporation Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a

listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

Section 12.03 ~~Section 12.03.~~ Financial Statements and Reports. The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

Section 12.04 ~~Section 12.04.~~ Freedom of Information Act. The Corporation is subject to and shall comply with the Freedom of Information Act.

ARTICLE XIII FINANCES

Section 13.01 Annual Budget. The Corporation shall be subject to and comply with the Budget Act. The Chief Executive Officer annually shall prepare and the Executive Committee and Corporation Board shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 13.02 Deposits and Investments. The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Executive Committee and the Corporation Board consistent with State law regarding the investment of public funds.

Section 13.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Executive Committee and in accordance with the Budget Act and law.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Notices. Notice of all meetings of the Executive Committee and of the Corporation Board shall be given in the manner required by the OMA. In addition, at least three (3) days prior to the date set for the holding of any meeting of the Executive Committee or Corporation Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Executive Committee member and Corporation Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Corporation. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system. The Chief Executive Officer or his or her designee may, but shall not be required to, cause additional

written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven (7) days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Corporation. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sendee as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the Corporation, with a written copy by first class mail, provided that notices required by Sections 5.12, ~~5.13~~5.13, 5.14, 5.15 and ~~5.14~~5.16 and notices of withdrawal shall be sent by email or other electronic means and by certified mail, return receipt requested, in lieu of first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Corporation from time to time. All correspondence shall be considered delivered to a Party as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system.

Section 14.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 14.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 14.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 14.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 14.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 14.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 14.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 14.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan, ~~with original jurisdiction and venue vested in the Wayne County Circuit Court or the Michigan Court of Claims, as appropriate.~~

Section 14.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.

Section 14.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

_____ OF _____
Address:

WITNESS:

BY: _____

ITS: _____

DATE: _____

EXHIBIT A

MEMBERSHIP FEE SCHEDULE

Annual Membership Fees:

County Party	\$ 150,000 <u>50,000</u> per seat on Executive Committee
Local Government Party	50,000 <u>25,000</u> each Party
Private Sector/ Foundation	100,000 per seat on Executive Committee

Fixed Entry Fees:

Local Government Party	\$ 50,000 each Party
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Document comparison done by DeltaView on Wednesday, February 18, 2009 7:04:28 PM

Input:	
Document 1	pcdocs://delib/2980174/12
Document 2	pcdocs://delib/2980174/15
Rendering set	Standard

Legend:	
Insertion	
Deletion	
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Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	203
Deletions	114
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	319

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

EXECUTIVE SESSION

1. **Charter Township of Ypsilanti v Washtenaw One, LLC, et al Case No. 08-429-CZ - 7160 Textile Road**

Information on this case will be distributed at the Executive Session

**CHARTER TOWNSHIP OF YPSILANTI
REGULAR MEETING
TUESDAY, MARCH 3, 2009**

**BRENDA L. STUMBO, SUPERVISOR
KAREN LOVEJOY ROE, CLERK
LARRY J. DOE, TREASURER**

**TRUSTEES:
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE**

AGENDA

TIME AND PLACE

7:00 P.M.

**YPSILANTI TOWNSHIP CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. MINUTES
 - A. FEBRUARY 13, 2009 SPECIAL MEETING AND EXECUTIVE SESSION
 - B. FEBRUARY 17, 2009 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TRUSTEE REPORT
8. ATTORNEY REPORT
 - A. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION TO ABATE PUBLIC NUISANCE FOR THE PROPERTY LOCATED AT 6196 WHITTAKER ROAD

NEW BUSINESS

1. REQUEST OF STAR TOURING & RIDING CHAPTER 317 TO USE THE CIVIC CENTER PARKING LOT AS A STAGING AREA FOR A CHARITY BENEFIT RIDE ON SUNDAY, AUGUST 16, 2009
2. DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION INTERLOCAL AGREEMENT IN THE AMOUNT OF \$25,000, BUDGETED IN LINE ITEM #101-956-000-844-002
3. RESOLUTION NO. 2009-8, RESOLUTION IN SUPPORT OF ALEXIS B. JONES RECEIVING A ROBERT R. ROBINSON MEMORIAL SCHOLARSHIP
4. RESOLUTION NO, 2009-9, APPROVING DWRF AND SRF CONTRACTS BETWEEN YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) AND THE CHARTER TOWNSHIP OF YPSILANTI AND AUTHORIZATION OF NOTICE OF INTENT FOR WATER SUPPLY SYSTEM BONDS (HEWITT ROAD) AND WASTEWATER SYSTEM BONDS (MARTZ ROAD AND WILLOW RUN PUMP STATIONS)

5. REQUEST OF JOSEPH CHECK FOR A ONE YEAR EXTENSION OF THE PD STAGE 1 REVISED CONCEPT PLAN AND PD STAGE 2 FOR HUNTER'S RIDGE WITH THE CONDITION THAT ALL REAL PROPERTY TAXES DUE AS OF THE DATE OF EXTENSION, BE PAID IN FULL
6. PROPOSED 2009 RATE SCHEDULE FOR GREEN OAKS GOLF COURSE
7. 2009 MICHIGAN HUMANITIES GRANT REQUEST

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

STATEMENTS AND CHECKS

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 13, 2009 SPECIAL MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 10:00 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge, Mike Martin and Dee Sizemore

Members Absent: None

Legal Counsel: Wm. Douglas Winters and John Whitman

EXECUTIVE SESSION

A motion was made by Treasurer Doe, supported by Trustee Currie to adjourn the meeting to go into Executive Session to discuss the Charter Township of Ypsilanti, et al v Washtenaw County et al Michigan Court of Appeal Nos. 281498 & 282354 Washtenaw County Circuit Court No. 06-059-CK. The motion carried as follows:

Martin:	Yes	Eldridge:	Yes	Currie:	Yes	Sizemore:	Yes
Roe:	Yes	Doe:	Yes	Stumbo:	Yes		

The meeting was adjourned at approximately 10:01 a.m. for the Board to go into Executive Session and the Board returned to the meeting at approximately 11:35.a.m.

- 1. Charter Township of Ypsilanti, et al v Washtenaw County et al Michigan Court of Appeal Nos. 281498 & 282354 Washtenaw County Circuit Court No. 06-059-CK**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to authorize the attorneys to proceed with a proposed settlement offer to Washtenaw County in regards to this case, as discussed in the Executive Session. The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 13, 2009 SPECIAL MEETING MINUTES
PAGE 2**

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 11:38 a.m.

Respectfully submitted,

Brenda L. Stumbo
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 17, 2009 WORK SESSION**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge and Mike Martin

Members Absent: Trustee Dee Sizemore

Legal Counsel: Wm. Douglas Winters

1. FIRE DEPARTMENT DISCUSSION AND UPDATE

Trustee/Fire Commissioner Eldridge provided an update on the HVA dispatch issues raised by the firefighters. He explained the difference between Level 1 and Level 2 responders and said Ypsilanti Township could reduce the number of responses by 25% if they became a Level 2 responder.

Fire Commissioner Eldridge stated fire hydrant locations through the GPS system had begun. The Michigan Avenue sector was completed and downloaded. He reported business surveys for the Michigan Avenue sector were also being completed.

Fire Commissioner Eldridge reported the minimum staffing levels were now at eight with positive results. A special conference was being scheduled with firefighters to address additional issues.

Supervisor Stumbo stated collaboration with other fire departments had been discussed at the JLMT meeting. The Union leadership was interested in collaboration but asked the Board to consider other fire departments collaborating with the Ypsilanti Township Fire Chief instead of Ypsilanti Township using a fire chief from another community. She asked the Board to consider hiring a fire chief. Discussion followed.

2. REVIEW AGENDA

TRUSTEE REPORT

Trustee Martin provided a brief update on the Water Conservation Advisory Commission.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 WORK SESSION MINUTES
PAGE 2**

Trustee Currie reported her attendance at the Appleridge Neighborhood Watch and stated that crime was down.

ATTORNEY REPORT

**A. LETTER OF UNDERSTANDING – ANNUAL SERVICE CHARGE
CALCULATION FOR CLARK EAST TOWERS, YPSILANTI TOWNSHIP**

Attorney Winters provided a brief explanation of the Letter of Understanding.

NEW BUSINESS

Supervisor Stumbo briefly reviewed agenda items with the Board.

A. MILLAGE RESOLUTIONS

**7. RESOLUTION 2009-4 - FIRE PROTECTION, PREVENTION, RESCUE
SERVICES AND EQUIPMENT RESERVES**

8. RESOLUTION 2009-5 - POLICE PROTECTION

**9. RESOLUTION 2009-6 - RECREATION, BIKE PATH, SIDEWALK, ROADS,
PARKS AND GENERAL OPERATIONS FUND**

**10. RESOLUTION 2009-7 - GARBAGE, REFUSE COLLECTION, RECYCLING,
COMPOSTING, DISPOSAL OF SOLID WASTE, ENERGY
CONSERVATION, ALTERNATIVE ENERGY, WATER QUALITY AND
ENVIRONMENTAL PROTECTION**

Clerk Lovejoy Roe provided an overview of the millage resolutions that would be on the May 5, 2009 ballot if approved by the Board. Discussion followed.

OTHER BUSINESS

Supervisor Stumbo stated the Board would go into Executive Session to discuss the Charter Township of Ypsilanti, et al v Washtenaw County et al Michigan Court of Appeals Nos. 281498 & 282354 Washtenaw County Circuit Court No. 06-059-CK at the end of the Board Meeting.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 WORK SESSION MINUTES
PAGE 3**

ADJOURNMENT

The meeting adjourned at approximately 6:59 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 17, 2009 REGULAR MEETING**

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge and Mike Martin

Members Absent: Trustee Dee Sizemore

Legal Counsel: Wm. Douglas Winters

MINUTES OF THE FEBRUARY 3, 2009 WORK SESSION AND REGULAR MEETING

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the minutes of the February 3, 2009 Work Session and Regular Meeting. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo provided an overview of meetings attended by officials and Township staff.

CLERK REPORT

Clerk Lovejoy Roe provided an overview of the millage resolutions.

TREASURER REPORT

A. JANUARY 2009

Treasurer Doe gave the report for January 2009. The beginning balance was \$31,000,789.60 and the ending balance was \$32,174,948.56.

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to receive and file the January 2009 Treasurer's report (see attached). The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 REGULAR MEETING MINUTES
PAGE 2**

TRUSTEE REPORT

Trustee Martin provided an update on the Water Conservation Advisory Commission (WCAC).

Trustee Currie stated she attended the Appleridge Neighborhood Watch meeting and crime was down. She said the Brown Chapel Brotherhood Banquet was scheduled for February 27, 2009.

Trustee Eldridge reported the new fire trucks were delivered.

PUBLIC COMMENTS

Arloa Kaiser, Township Resident expressed her opposition to employees receiving a 3% raise through contract negotiations and questioned the use of fire trucks to grocery shop.

Norm Andresen, Township Resident asked how the Board could justify the lump-sum raises approved in January, given the amount of foreclosures and loss in revenue.

Katima Dickenson, Lake Shore Apartments Representative stated Lake Shore Apartments held their first annual Ford Lake Frozen Leap on February 14, 2009 and raised \$3,000 for the American Heart Association. She stated the fireworks were scheduled for July 1, 2009.

ATTORNEY REPORT

**A. LETTER OF UNDERSTANDING – ANNUAL SERVICE CHARGE
CALCULATION FOR CLARK EAST TOWERS, YPSILANTI TOWNSHIP**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve the Letter Of Understanding – Annual Service Charge Calculation For Clark East Towers, Ypsilanti Township and authorize signing of the agreement (see attached). The motion carried unanimously.

UNFINISHED BUSINESS

- 1. PROPOSED VERIZON WIRELESS COMMUNICATION TOWER TO BE LOCATED ON EMERICK STREET IN YPSILANTI TOWNSHIP (Tabled at the December 2, 2008, December 16, 2008, January 20, 2009 and February 3, 2009 Regular Meetings)**

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 REGULAR MEETING MINUTES
PAGE 3**

A motion was made by Trustee Currie, supported by Clerk Lovejoy Roe to remove the proposed Verizon Wireless Communication Tower to be located on Emerick Street in Ypsilanti Township from the table.

The motion carried as follows:

Martin:	Yes	Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Roe:	Yes	Doe:	Yes	Stumbo:	Yes		

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the request for special land use and site plan approvals in accordance with the plans prepared by James Fisher, PE of Midwestern Consulting, with a final revision date of July 16, 2008 and subject to the following conditions: (1) Inclusion of all documentation as may be required by Township Zoning Ordinance, Section 2107.1; (2) Parcels K-11-10-280-005 and K-11-10-180-006 shall be combined into a single parcel; (3) Said tower to include a shroud over the antenna; and (4) be required to co-locate. The motion carried unanimously.

NEW BUSINESS

1. RESOLUTION NO. 2009-3, AMENDING RESOLUTION 2005-50, PREPAYMENT OF BILLS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution No. 2009-3, Amending Resolution 2005-50, Prepayment of Bills (see attached). The motion carried unanimously.

2. PROPOSAL FROM BARR ENGINEERING COMPANY FOR FORD LAKE AERATION SPECIFICATIONS, NOT TO EXCEED \$ 65,000.00, BUDGETED IN LINE ITEM # 212.212.000.801.100

A motion was made by Clerk Lovejoy Roe, supported by Trustee Martin to approve the proposal from Barr Engineering Company for Ford Lake Aeration Specifications, not to exceed \$ 65,000.00, budgeted in line item #212.212.000.801.100 and authorize signing of the agreement. The motion carried unanimously.

3. PROPOSAL TO RETAIN POST, SMYTHE, LUTZ AND ZIEL TO PROVIDE PROFESSIONAL ACCOUNTING SERVICES, BUDGETED IN LINE ITEM #101-202-000-803-000

A motion was made by Treasurer Doe, supported by Trustee Currie to approve the proposal to retain Post, Smythe, Lutz And Ziel to provide professional accounting services, budgeted in line item #101-202-000-803-000. The motion carried unanimously.

4. REQUEST OF GROVE ROAD, LLC FOR A ONE-YEAR EXTENSION OF THE PRELIMINARY SITE PLAN APPROVAL FOR THE WEST GROVE SITE CONDOMINIUM DEVELOPMENT

A motion was made by Trustee Currie, supported by Treasurer Doe to approve the request of Grove Road, LLC for a one-year extension of the preliminary site plan approval for the West Grove Site Condominium Development. The motion carried unanimously.

5. CHARTER TOWNSHIP OF YPSILANTI FRAUD POLICY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Charter Township of Ypsilanti Fraud Policy. The motion carried unanimously.

6. 2009 AGREEMENTS WITH:

A. ANN ARBOR SPARK AND YPSILANTI TOWNSHIP, IN THE AMOUNT OF \$10,000, BUDGETED IN LINE ITEM #101-956-000-884-000

B. ANN ARBOR SPARK (SPARK EAST) AND YPSILANTI TOWNSHIP, IN THE AMOUNT OF \$5,000, BUDGETED IN LINE ITEM #101-956-000-884-000

A motion was made by Trustee Martin, supported by Treasurer Doe to approve the 2009 Agreements with Ann Arbor SPARK and Ypsilanti Township, in the amount of \$10,000, budgeted in line item #101-956-000-884-000 and Ann Arbor SPARK (SPARK EAST) and Ypsilanti Township, in the amount of \$5,000, budgeted in line item #101-956-000-884-000. The motion carried unanimously.

7. RESOLUTION 2009-4 - FIRE PROTECTION, PREVENTION, RESCUE SERVICES AND EQUIPMENT RESERVES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Resolution 2009-4 - Fire Protection, Prevention, Rescue Services and Equipment Reserves, contingent upon attorney review (see attached). The motion carried unanimously.

8. RESOLUTION 2009-5 - POLICE PROTECTION

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2009-5 - Police Protection, contingent upon attorney review (see attached). The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 REGULAR MEETING MINUTES
PAGE 5**

**9. RESOLUTION 2009-6 - RECREATION, BIKE PATH, SIDEWALK, ROADS,
PARKS AND GENERAL OPERATIONS FUND**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2009-6 - Recreation, Bike Path, Sidewalk, Roads, Parks, and General Operations Fund, contingent upon attorney review (see attached). The motion carried unanimously.

**10. RESOLUTION 2009-7 - GARBAGE, REFUSE COLLECTION, RECYCLING,
COMPOSTING, DISPOSAL OF SOLID WASTE, ENERGY CONSERVATION,
ALTERNATIVE ENERGY, WATER QUALITY AND ENVIRONMENTAL
PROTECTION**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2009-7, Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection, contingent upon attorney review (see attached). The motion carried unanimously.

AUTHORIZATIONS AND BIDS

Authorize:

- A. The request of Travis McDugald, IS Manager to utilize the eBay auction site to dispose of old computer and copier equipment

Accept:

- A. The recommendation of Art Serafinski, Recreation Director to award the printing bids as follows:
- Park Pass Application Card: White Pine, Ann Arbor (low bidder at \$324.00)
 - Annual Park and Boat Stickers: Advance Print, Ann Arbor (low bidder at \$383.00)
 - Daily Park & Boat Passes: Standard Printing, Ypsilanti (low bidder at \$323.00)
 - Senior Newsletter: KEB, Inc., Ypsilanti (low bidder at \$276.07)
 - Discover Ypsilanti Township Magazine: Johnston Lithograph, Romulus (overall low bidder based on the potential combinations normally produced. We have also worked with them in the past and are very pleased with the overall quality of the publication and their customer service)

**CHARTER TOWNSHIP OF YPSILANTI
FEBRUARY 17, 2009 REGULAR MEETING MINUTES
PAGE 6**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Currie to approve Authorizations and Bids. The motion carried unanimously.

STATEMENTS AND CHECKS

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve statements and checks in the amount of \$1,235,086.32. The motion carried unanimously.

EXECUTIVE SESSION

A motion was made by Trustee Eldridge, supported by Treasurer Doe to adjourn the meeting to go into Executive Session to discuss the Charter Township of Ypsilanti, et al v Washtenaw County et al Michigan Court of Appeal Nos. 281498 & 282354 Washtenaw County Circuit Court No. 06-059-CK. The motion carried as follows:

Martin:	Yes	Eldridge:	Yes	Currie:	Yes	Sizemore:	Absent
Roe:	Yes	Doe:	Yes	Stumbo:	Yes		

The meeting was adjourned at approximately 7:45 p.m. for the Board to go into Executive Session and the Board returned to the meeting at approximately 8:27 p.m

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:28 p.m.

Respectfully submitted,

Brenda L. Stumbo
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

EXECUTIVE SESSION MINUTES

THE FEBRUARY 13, 2009 AND FEBRUARY 17, 2009
EXECUTIVE SESSION MINUTES WILL BE
DISTRIBUTED AT THE WORK SESSION

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

CLERK REPORT

THERE IS NO WRITTEN CLERK REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

February 26, 2009

Brenda Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

**Re: *Request for Township Board authorization for litigation for
6196 Whittaker Road***

Dear Township Officials:

On January 26, 2009 Township legal counsel was contacted by Police Services Administrator Michael Radzik regarding the above address. Apparently, this home is currently being occupied without a Certificate of Occupancy due, in part, to the fact it has failed numerous inspections, some of which clearly present health and safety issues. The owners of the house are denying it is being occupied, but there is significant evidence to the contrary, including the fact that the owners have applied to the assessor's office for homestead exemption and at least one of the owners has changed her voter registration to that address.

The home in question is a manufactured home. As such, it is entitled to certain exemptions from Township ordinances and inspection requirements, but only with respect to the structure itself, not with respect to the foundation upon which it sits, the basement, and the gas lines, etc. that go into or attach to the structure. I enclose copies of inspections report from Township Building Inspector David Bellers and Plumbing Inspector Jerry Fraker dated January 29, 2009 with respect to an inspection that took place on that date, as well as photographs they took at that time. Building Inspector Bellers notes the following:

1. The stanchion post depicted in his first photograph needs to be bolted to the concrete and welded to the beam at top. (R407.3)
2. The I beam depicted in photograph #2 needs to have additional support to prevent lateral movement. (R501.2)
3. Also depicted in photograph #2, the paper facing of the insulation cannot be exposed, must be removed or covered with drywall. (R316.1)
4. There are severely damaged steel supports as depicted in photographs #3, #4 and #5 which will require an engineer's "fix." (R109.1.5/R104.4)
5. There was no permit issued for the deck installed, it has been installed improperly, and has multiple violations. (See photographs #6 and #7.)

Inspector Fraker's report includes as follows:

1. The main water supply line is installed through a concrete wall without proper protective sheathing or wrapping to protect against corrosion and breakage. (See photograph #1 of Fraker's report.)
2. The dryer vent system is improperly installed. (See Fraker photograph #2.)
3. There is a seriously rusted/corroded gas line located in the basement/crawl space area which will require pressure testing at no expense to the Township. (See Fraker photographs #3 and #4.)
4. There is no clearance shown for the furnace vent traveling up into the building. There needs to be side clearance. (See Fraker photograph #5.)
5. Lastly, there is no radon mitigation system as required.

Washtenaw County is considered a high radon potential zone.

As you can see, there are numerous of the above listed violations that present clear health and safety issues. The inspectors have had no response to the notices sent to the homeowner following these inspections. The homeowner is clearly residing in the premises contrary to Township ordinances. Ordinance Officer Bill Elling took additional photographs of the interior of the dwelling at the time of the building and plumbing department inspections on January 29, 2009 and provided a report, also attached, wherein he concludes but there is no question but what the premises are being occupied.

Given the very serious nature of the violations with respect to the placement of this manufactured home, violations over which the Township does have jurisdiction, there appears to be no other remedy available at this time other than to commence a circuit court action requiring the owners to cooperate with the Township in obtaining necessary permits and corrections for those problems noted that affect health and safety, as well as obtain a final Certificate of Occupancy before continuing to occupy the premises. It should be noted that there appear to be minor children also living at this location as evidence by Mr. Elling's January 30, 2009 notation that ***"I have received information from an eyewitness who states the homeowner's child is dropped off daily via a school bus at or about 4:40 p.m. I have no doubt, after walking through the home, the owner is residing within the structure even though it is placarded as 'Do Not Occupy.'"*** Thus, while the owners may not have any concern for their own physical wellbeing, they obviously also have no concern for the wellbeing of a young child.

Township legal counsel has obtained a title search showing that the property is currently titled in the following individuals' names: ***Gwendolyn Caldwell and George A. Roache***. It is Gwendolyn Caldwell who is believed to be living at the property with at least the one child mentioned. She is also the person who "supposedly" met Bill Elling and the inspectors at the property and provided entrance for the inspections, yet denies she is occupying the premises.

Township legal counsel respectfully requests that the Township Board consider authorizing counsel to institute such legal action as may be necessary to force the owners to bring this property into compliance before a tragedy occurs. I would ask that this matter be placed on the agenda for the Township

Township Officials
Re: 6196 Whittaker
02/26/2009
Page 4 of 4

Board meeting scheduled for next Tuesday, March 3, 2009. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis O. McLain". The signature is written in a cursive style with a large, prominent initial 'D'.

Dennis O. McLain

/drt

CC: Trustees Currie/Eldridge/Martin/Sizemore
David Bellers
Dan Dzierbicki
Bill Elling
Jerry Fraker
Sharon Frischman
Ron Fulton
Joe Lawson
Dave Nicholson
Mike Radzik
Wm. Douglas Winters



McLain Winters <mcwinlaw@gmail.com>

6196 Whittaker Road

Bill Elling <belling@ytown.org>

Fri, Jan 30, 2009 at 12:05 PM

To: mcwinlaw@gmail.com

Cc: Dave Bellers <dbeller@ytown.org>, Gerald Fraker <gfraker@ytown.org>, Michael Radzik <mradzik@ytown.org>, Ronald Fulton <rfulton@ytown.org>

Denny/Doug

Attached are 2 PDF files, one from the CED Inspectors and the other from myself.

Some additional information:

I have received information from an eye witness who states the home owners child is dropped off daily via a school bus at or about 440 PM. I have no doubt, after walking through the home the owner is residing within the structure even though it is placard as Do Not Occupy. I also base my last statement on the fact that the van which I mention and have provided photos of is the home owners mode of transportation, in reality, if the van is at the home so is the home owner and the van is rarely gone.

After reading the attachments please let me know how you would like to proceed.

Thanks

Bill

2 attachments

 **6196 Whittaker.pdf**
125K

 **6196 CED.pdf**
419K

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Building Department
Police Services
Ordinance Enforcement

7200 S. Huron River Drive
Ypsilanti, MI 48197

Phone (734) 485-4393
Fax (734) 544-3757

REPORT CONCERNING 6196 WHITTAKER ROAD, YPSILANTI, MI 48197

The following are notes taken during previous inspections concerning the address known as 6196 Whittaker Road:

January 26, 2009 @ 8:37 AM:

2 vehicles, a maroon van and a white passenger vehicle are parked in the driveway. Multiple tire tracks were observed in the snow indicating the vehicles or other vehicles are coming and going. Per RSD trash day is Tuesday and the trash should be put out Monday night or Tuesday morning.

January 26, 2009 @ 9:45 PM:

No trash, no lights, no change in vehicle status.

January 27, 2009 @ 12:35 PM:

The van which was noted is now gone. The plate on the Ford Taurus is handicap 3079E7 which expires in 04-09. BE walked around the entire house and noted a lot of foot prints in the snow which lead to a lower entrance level in the basement area. BE attempted to obtain an answer at the door but to no avail.

TITLE INFORMATION:

1994 FORD

**1FALP5249RG112652 16 FOUR DOOR TRANSFER
07/13/2006 113T1930190**

GWENDOLYN CALDWELL

**6196 WHITTAKER RD
YPSILANTI 48197-9758**

ADDRESS FROM DRIVER LICENSE

NO SECURED INTEREST ON RECORD

REGISTRATION INFORMATION:

3079E7 DX-RENEWAL *HCPLT*

04/14/2009 C-434-293-005-290

MI SOS

January 27, 2009 @ 6:59 PM:

As with the previous evening the status of the vehicles has not changed nor has any trash been brought to the street like the other houses in the area.

January 28, 2009 @ 9:35 AM:

The van is back and appears to have just been driven in as there isn't much snow on it. The plate on the vehicle is BHH6245 and is a Pontiac Montana, maroon in color. Once again BE attempted to obtain an answer at the door but to no avail.

TITLE INFORMATION:

11;BHH6245.

TITLE INFORMATION:

**2001 PONTIAC 1GMDX13E31D197942 31 STA-WAGON TRANSFER
01/30/2004 109R0290424 MONTANA 31195 A**

**GWENDOLYN CALDWELL
6196 WHITTAKER RD
YPSILANTI 48197-9758**

***ADDRESS FROM DRIVER LICENSE*
NO SECURED INTEREST ON RECORD
REGISTRATION INFORMATION:**

**BHH6245 PC-RENEWAL
04/14/2009 C-434-293-005-290
MI SOS**

January 28, 2009 @ 11:21 AM

Van is now gone. BE contacted the owner at 276-6825. Using the premise the home needs to be inspected Ms. Caldwell agreed to meet on 01-29-09 @ 10 AM.

January 29, 2009 @ 6:55 AM

Both vehicles are at the home, the van appears not to have any snow on it.

January 29, 2009 @ 8:42 AM:

While on the way to another complaint BE noted both vehicles parked in the driveway. The van does not have any snow on it from the previous days snow fall.

January 29, 2009 @ 9:02 AM:

While returning from another complaint BE noted the van had been turned around and was now facing Whittaker Road. A person described as a b/f, wearing a long gray winter coat and a black stocking cap exited the drivers side of the van and commenced kicking the old snow off the front of the vehicle.

January 29, 2009 @ 9:51 AM

Upon BE arriving at 9:51 AM the owner was sitting in her vehicle with it running as if she had just arrived at the home. BE introduced himself to Ms. Caldwell and also introduced Gerald Fraker (GF) and Dave Bellers (DB) to her. Ms. Caldwell led us to the rear of the property at which time she allowed entrance into the basement/crawl space area to inspect. Issues regarding the actual inspection will be noted and reported by GF and DB however BE obtained multiple photos of this area. Once the lower level inspection was completed BE requested access to the upper living area. Ms. Caldwell stated "*nothing was done upstairs*" which included any work or inspections. BE informed Ms. Caldwell new electrical had been installed as well as gas lines and these areas of the upper living area needed to be inspected. Ms. Caldwell allowed GF and BE into the furnace/laundry room area where additional issues were found by GF and will be addressed in his report. BE spoke with Ms. Caldwell concerning information received regarding problems when the home was placed on the foundation. She stated there were issues such as cracks in the drywall and the areas where the home was put together had not been completed. BE asked if these areas could be inspected at which time Ms. Caldwell opened the furnace room door and allowed BE access to the living area. BE noted a multitude of food in the kitchen area, mostly located on an island kitchen cabinet counter top. BE noted every room had furniture installed including the living room and all bedrooms. A dinette set was also noted to be set up. In the living area BE noted the internet is operational to a PC and Cable TV has been connected. In the living room BE noted a complete set of furniture has been set up including a coffee table with an ash tray which was full of smoked items. The upper living area is being heated which is in contrast to what Ms. Caldwell stated while the basement/crawl space area was being inspected. BE noted the bathroom is also being utilized by unknown persons. During a brief discussion with Ms. Caldwell, BE inquired as to what she did for employment. Mr. Caldwell stated she cleans homes but that she is also on some unknown type of disability. Since no further information could be obtained at this time BE thanked Ms. Caldwell and departed the area at approximately 10:33 AM.

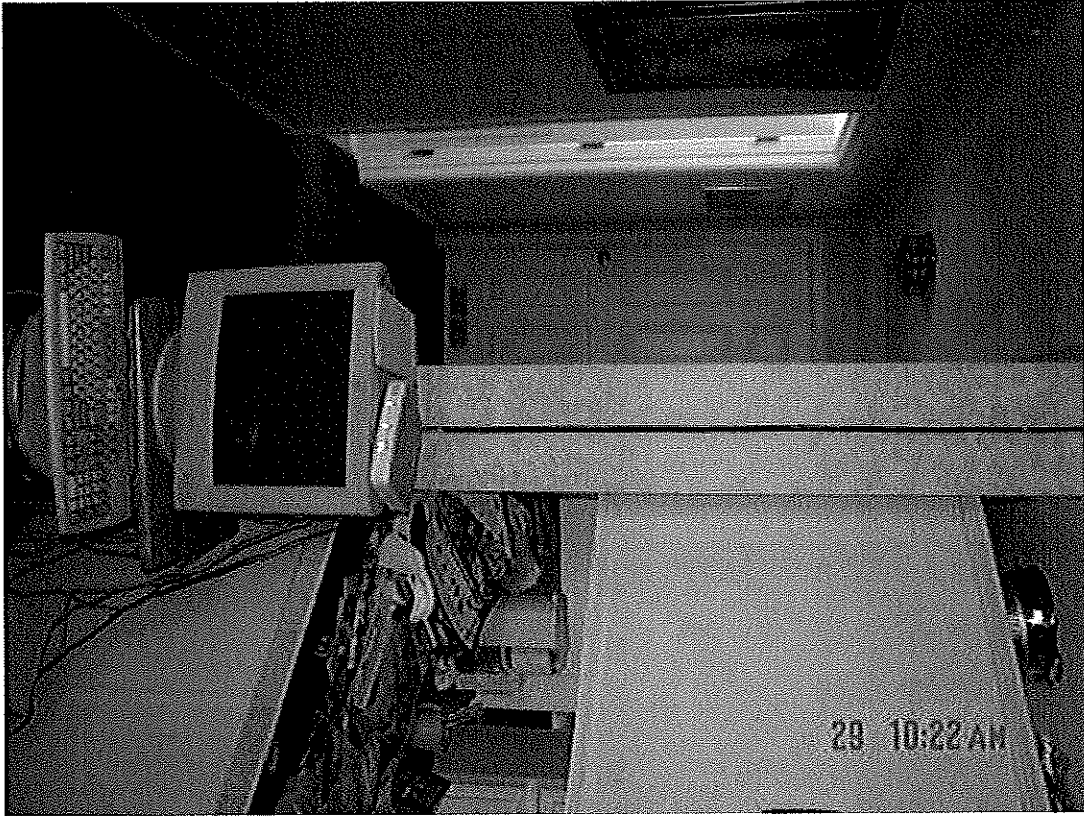
NOTE: Because Ms. Caldwell was consistently near BE only one photo of the upper living area could be obtained.



Photo taken January 26, 2009 @ 8:35 AM



Photo taken January 28, 2009 @ 9:40 AM



Living room area where the PC with Internet was located, also food items located on ledge.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Building Department
Police Services
Ordinance Enforcement

7200 S. Huron River Drive
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**BUILDING DEPARTMENT INSPECTION REPORT REFERENCE 6196 Whittaker
Road, Ypsilanti, MI 48197
January 29, 2009**

The following are notes as taken by Plumbing Inspector Gerald Fraker:

P2603.3 Breakage and corrosion.

Pipes passing through or under walls shall be protected from breakage. Pipes passing through concrete or cinder walls and floors, cold-formed steel framing or other corrosive material shall be protected against external corrosion by a protective sheathing or wrapping or other means that will withstand any reaction from lime and acid of concrete, cinder or other corrosive material. Sheathing or wrapping shall allow for expansion and contraction of piping to prevent any rubbing action. Minimum wall thickness of material shall be 0.025 inch (0.64 mm).

M1401.1 Installation. Heating and cooling equipment and appliances shall be installed in accordance with the manufacturer's installation instructions and the requirements of this code.

105.3 Required Testing. (International Property Maintenance Code 2006)

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 3 psig(20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum

G2417.4.2 (406.4.2) Test Duration-

The test duration shall not be less than 10 minutes.

M1306.2 Clearance reduction.

Reduction of clearances shall be in accordance with the appliance manufacturer's instructions and Table M1306.2. Forms of protection with ventilated air space shall conform to the following requirements:

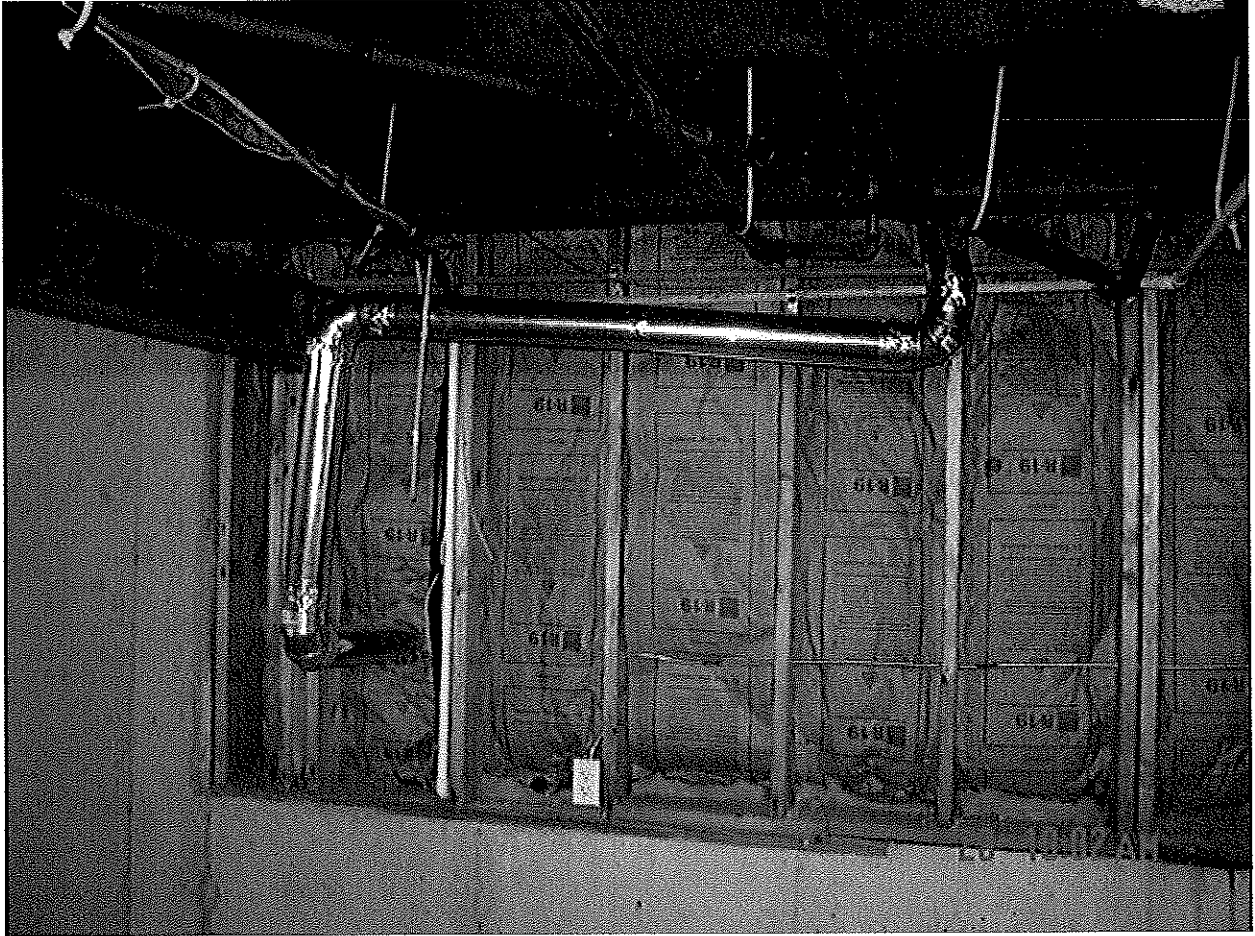
1. Not less than 1-inch (25 mm) air space shall be provided between the protection and combustible wall surface.
2. Air circulation shall be provided by having edges of the wall protection open at least 1 inch (25 mm).
3. If the wall protection is mounted on a single flat wall away from corners, air circulation shall be provided by having the bottom and top edges, or the side and top edges open at least 1 inch (25 mm).
4. Wall protection covering two walls in a corner shall be open at the bottom and top edges at least 1 inch (25 mm).

Radon Control Methods Appendix F-No Radon Mitigation System

Washtenaw County is considered a high radon potential zone as per table AF101(1) & therefore, a radon mitigation system is required.



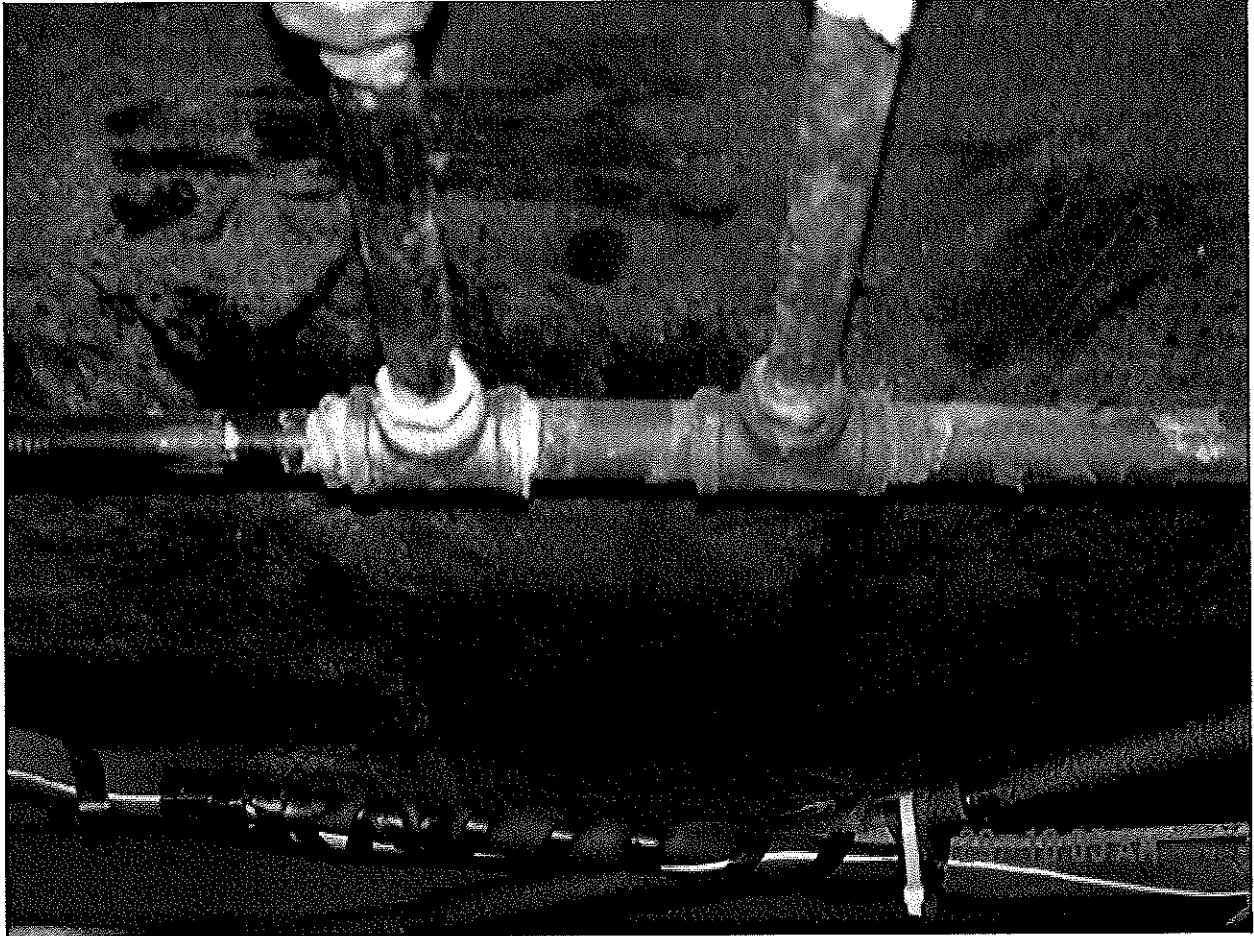
Main water supply line which is required to have a sleeve installed over the copper water line and through the concrete wall



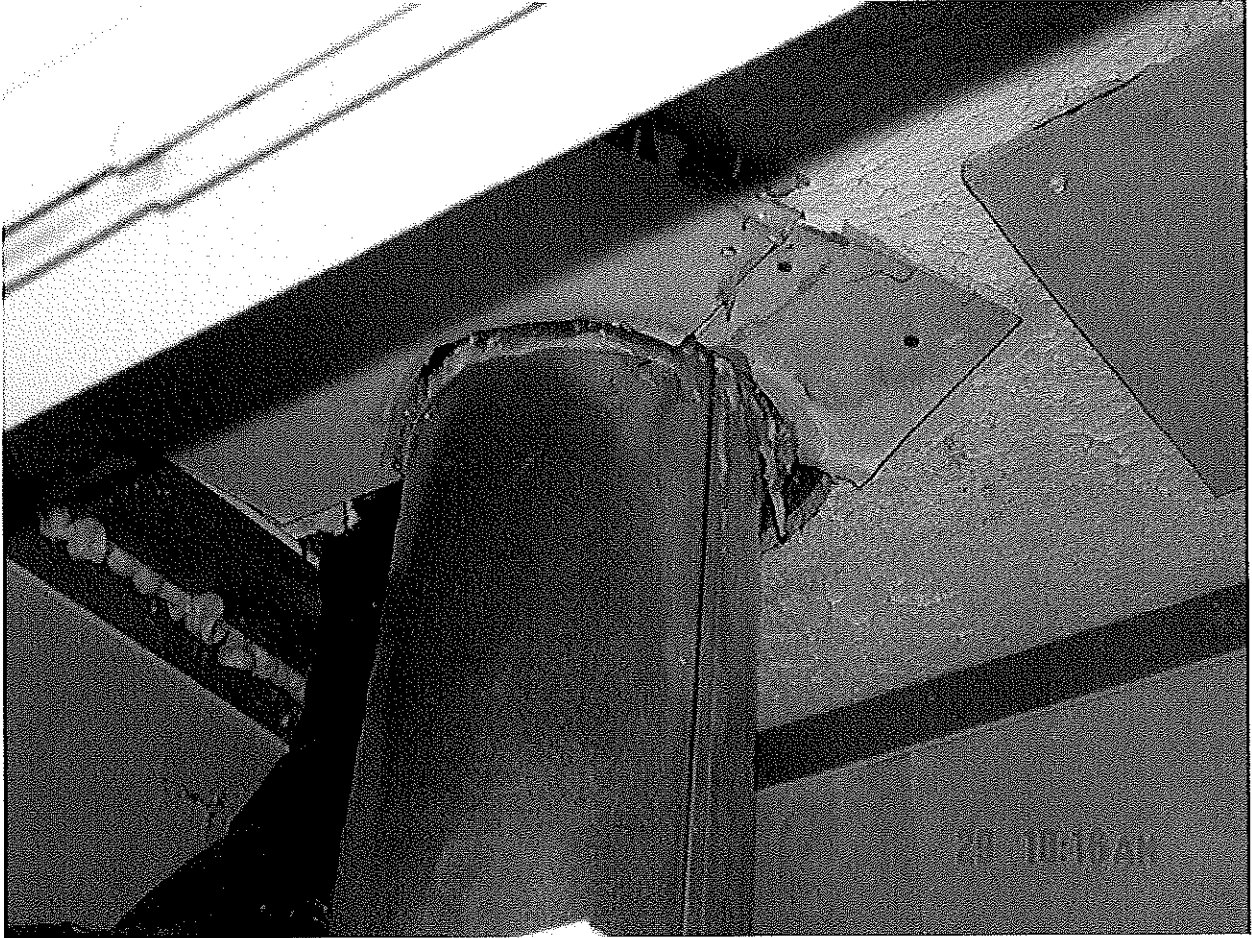
Improperly installed dryer vent system



Rusted/corroded gas line located in basement/crawlspace area



Rusted/corroded gas line located in basement/crawlspace area



Furnace vent without proper side clearance at the ceiling

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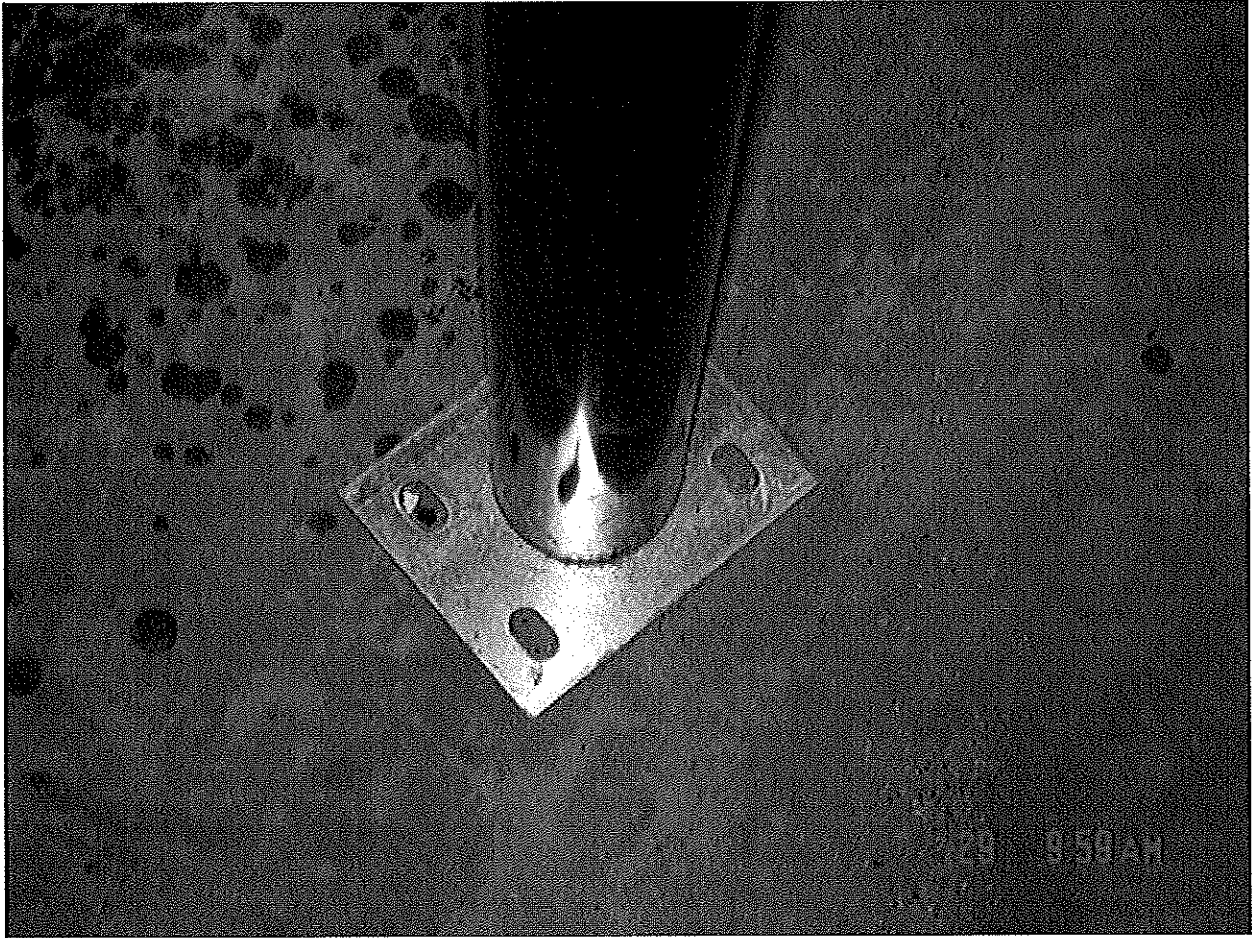
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**BUILDING DEPARTMENT INSPECTION REPORT REFERENCE 6196 Whittaker
Road, Ypsilanti, MI 48197
January 29, 2009**

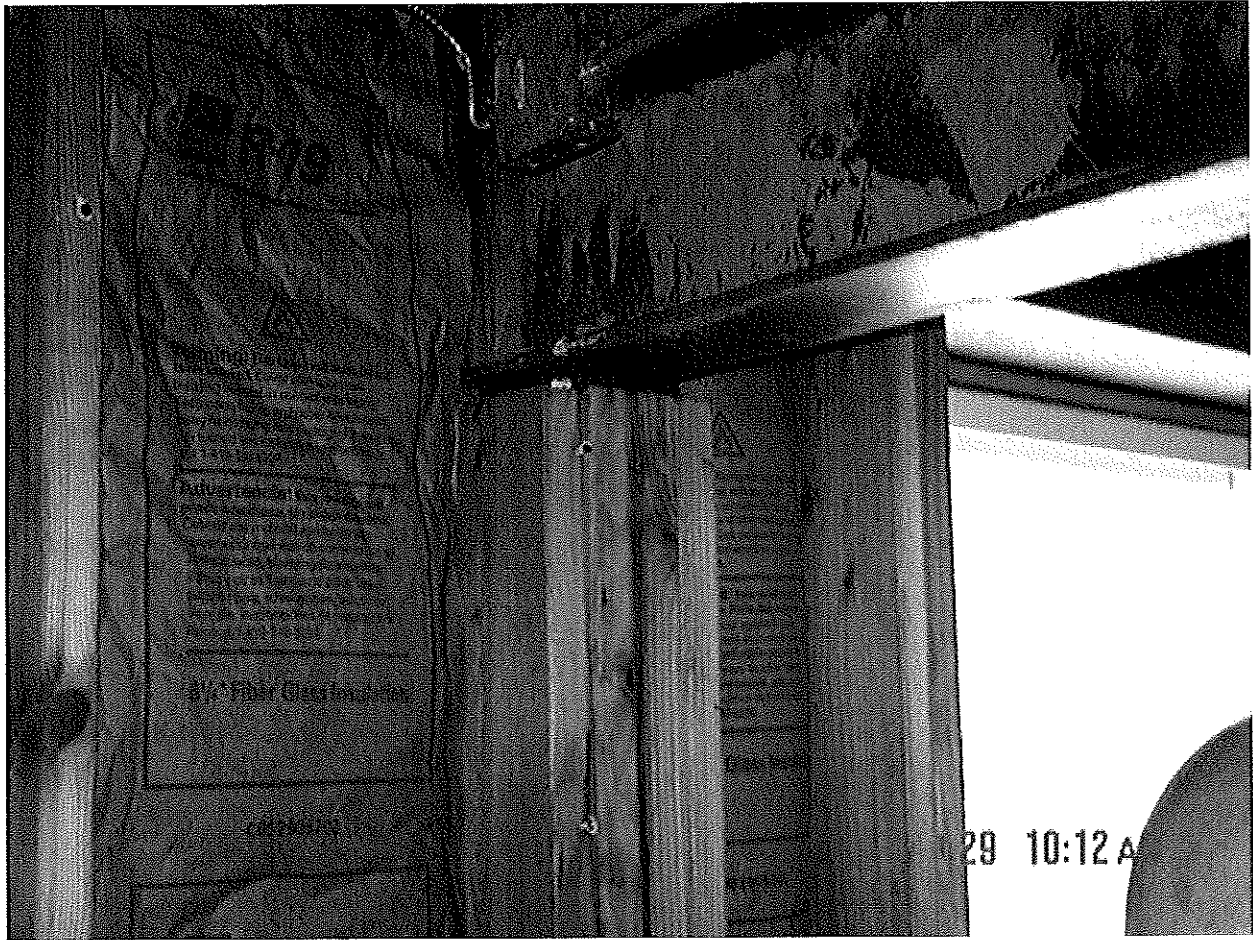
The following are notes as taken by Building Inspector Dave Bellers:

1. Secure stanchion posts at top and bottom, bolt bottom to concrete and weld to beam at top (photo #1) R407.3
2. Provide support beside beam supports to prevent displacement (lateral movement) of beams (see photo #2) R501.2
3. Paper facing of insulation cannot be exposed and must be removed or covered with drywall.(photo#2) R316.1
4. Damaged steel supports, provide engineer's fix. (photos #3-5) R109.1.5/R104.4
5. Improper step height at front bottom step, currently exceeds 3/8" max. variance allowed by code. R311.5.3.1
6. No permit for deck. Must make application and procure permit providing all dimensions and spacing of material, include details of stairs and railing as constructed on application. Currently deck has multiple violations including, improper beam, undersized joist, guardrails which are not constructed to code, non pressure treated lumber at stairs and railing.(see photos #6&7) R105.1
7. Sill straps improperly installed at sill plate in basement. R403.1.6

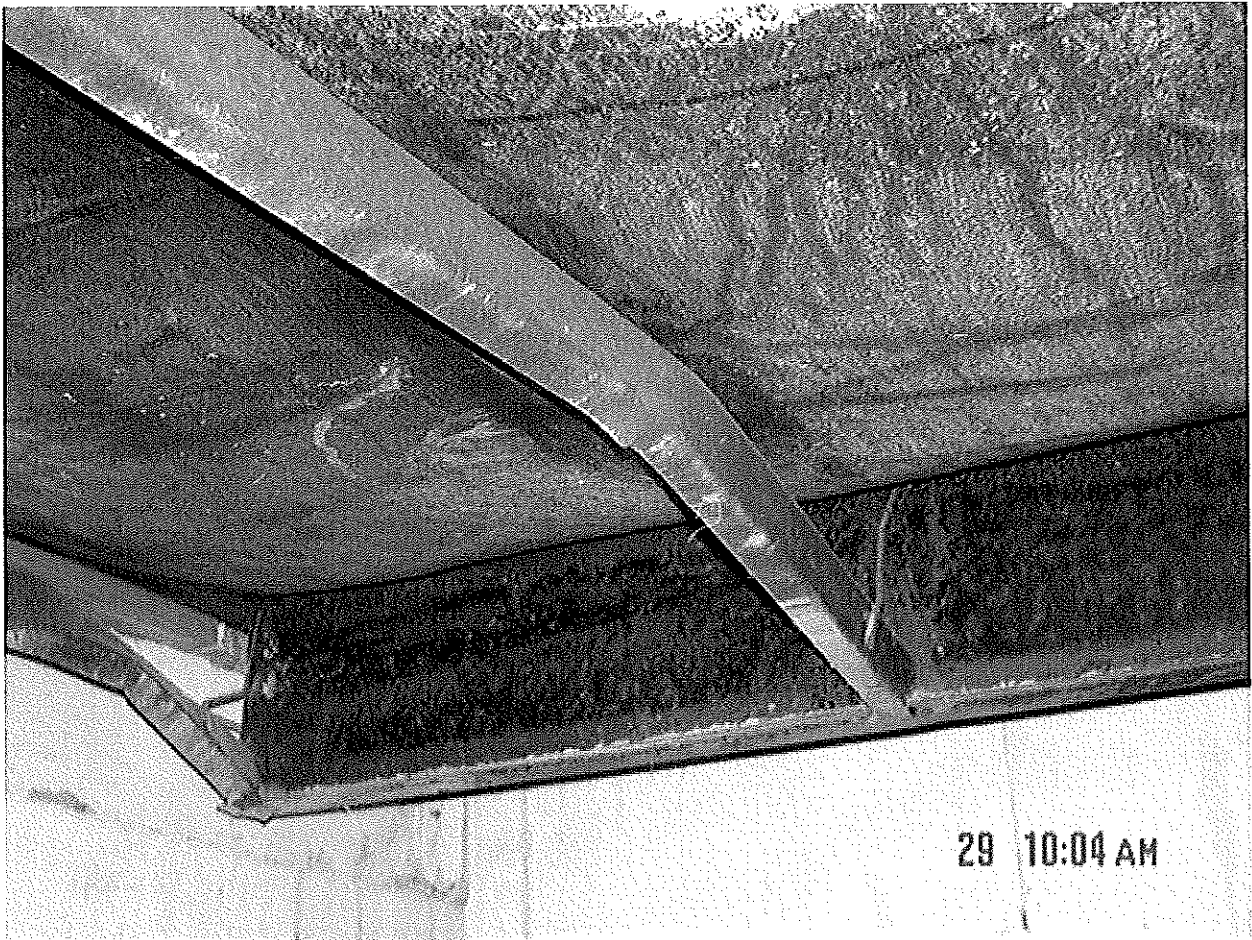
Code sections are from the Michigan Residential Code 2003



One of multiple posts located in the basement/crawl space are which are not secured to the floor or tack welded to the above I-beam



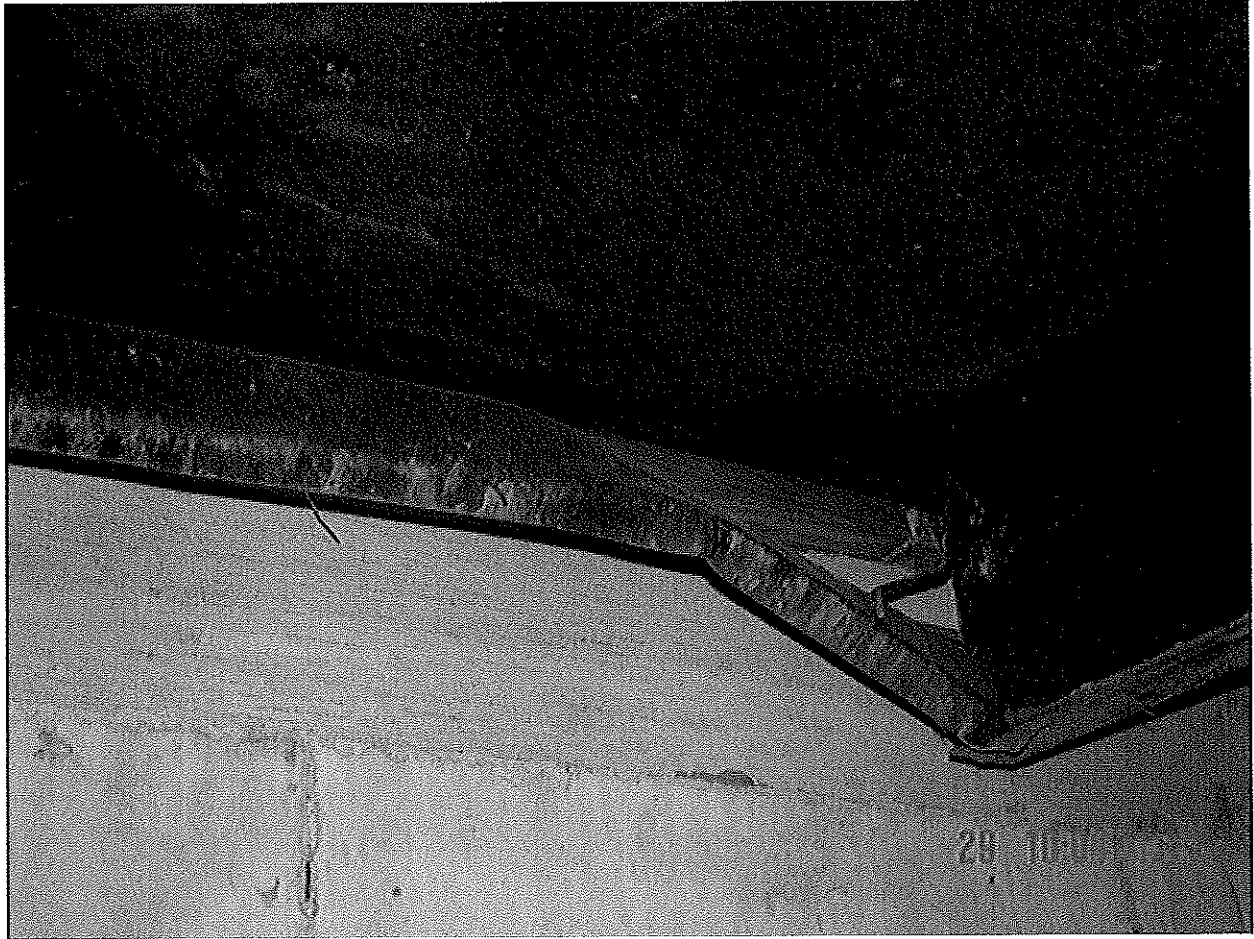
Improperly supported I-beam (Red) and exposed paper back insulation



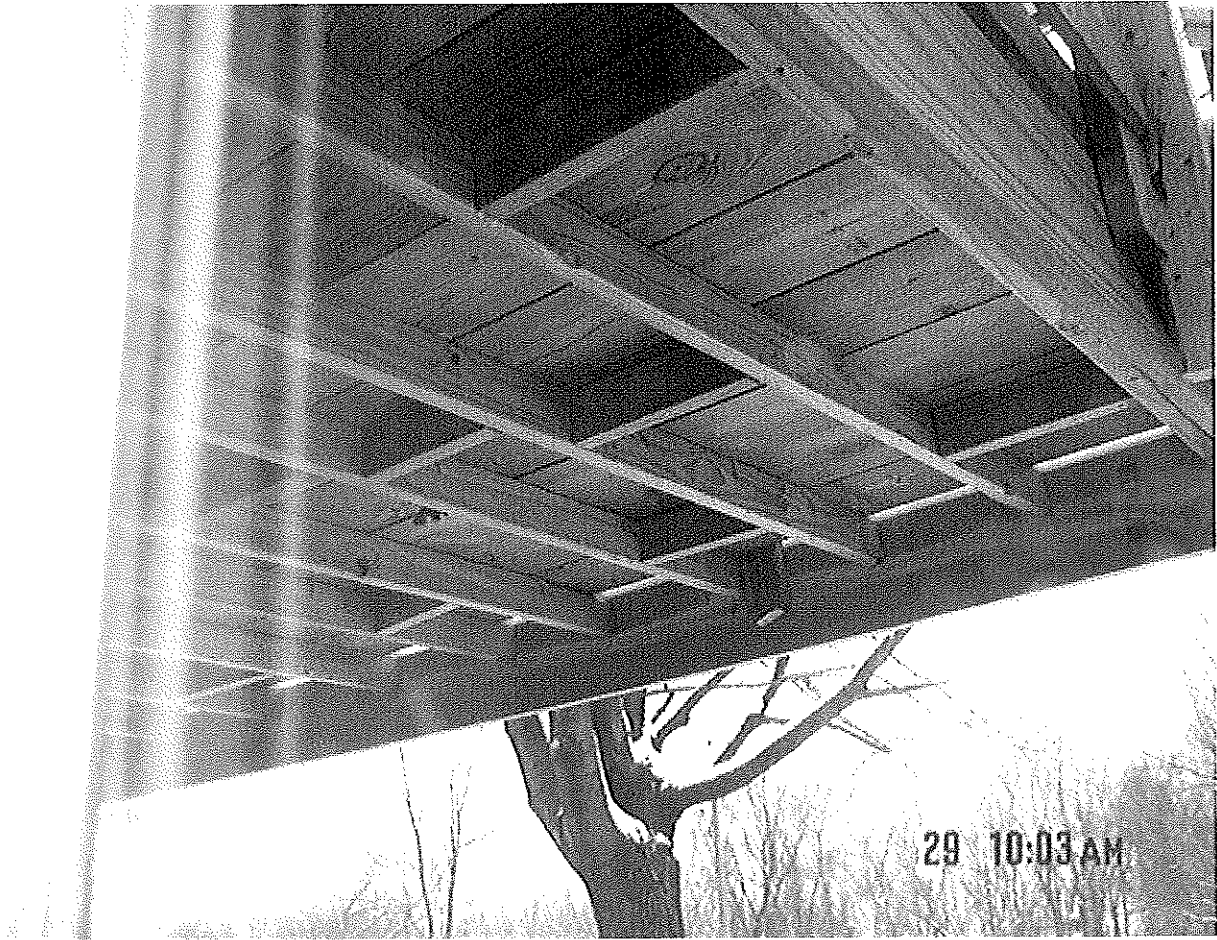
Bent and twisted metal support frame located in the basement/crawlspace



Bent and twisted metal support frame located in the basement/crawlspace



Bent and twisted metal support frame located in the basement/crawlspace



Exterior rear deck which was installed without a permit and without proper materials. Some portions of the deck were constructed without treated lumber.

NOTE: The floor joists are 2x4 materials which do not meet code.



Exterior rear deck which was installed without a permit and without proper materials. Some portions of the deck were constructed without treated lumber.

NOTE: Improper guardrail system. The guardrails between levels are not treated lumber and do not meet code

MEMORANDUM

To: Karen Lovejoy Roe, Clerk
From: Ed Wooton
Date: February 23, 2009
Subject: Request To Utilize Civic Center Parking Lot

On behalf of Star Touring & Riding Chapter 317, I am requesting permission to use the Civic Center as our staging area for this charity benefit ride on Sunday, August 16. This year's event will benefit the Emily Ann Griffin Foundation [Emily's Wings]. The purpose of this organization is to provide equipment for children who are physically challenged and whose parents cannot afford it. The foundation has no paid staff, so 100% of all donations go directly to the children. You can feel free to contact me at any time regarding this request.

INTERLOCAL AGREEMENT

creating the

**DETROIT REGION
AEROTROPOLIS DEVELOPMENT
CORPORATION**

Dated _____, 2009

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This **INTERLOCAL AGREEMENT** is entered into pursuant to Act 7 (hereinafter defined), by and among the signatory parties hereto (“Parties”) for the purpose of creating the **DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION**, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein. Each of the Parties is a “public agency” as defined in Act 7 with the power to carry out the programs described in this Agreement.

RECITALS

A. The Parties have determined that attracting air-commerce linked businesses, supply chain businesses, and businesses needing to be physically located near the Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the “Airports”) to the environs of the Airports offers significant economic development opportunities and benefits.

B. The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

C. The Parties desire to enter into an interlocal agreement, pursuant to Act 7 to jointly create the Corporation and exercise the economic development powers shared by the Parties.

D. Each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities, and to enter into this Agreement.

E. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

F. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512.

Section 1.02 “Act 34” means the Revised Municipal Finance Act, Act No. 34 of the Public Acts of Michigan, 2001, as amended, MCL 141.2101 to 141.2821.

Section 1.03 “Act 198” means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 “Act 206” means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 “Act 281” means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.06 “Act 376” means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.07 “Act 381” means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.08 “ADC” or “Corporation” means the Aerotropolis Development Corporation created by this Agreement, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

Section 1.09 “Aerotropolis Development Area” or “ADA” means that term as may be hereafter defined in Act 281, if amended.

Section 1.10 “Aerotropolis Development Zone” or “Zone” means that term as may be hereafter defined in Act 376, if amended.

Section 1.11 “Aerotropolis Master Design Plan” means an overall conceptual design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement to encourage the coordinated and orderly development of the aerotropolis, including the recommended designation of land uses by the Local Government Parties under relevant provisions of the Zoning Act. The Aerotropolis Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution and any necessary implementing ordinance of the governing body of the Local Government Party.

Section 1.12 “Agreement” means this Interlocal Agreement, dated as of the Effective Date.

Section 1.13 “Authority District” means that term as defined in Act 281.

Section 1.14 “Budget Act” means the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

Section 1.15 “Corporation Board” means the board of the Corporation created by section 6.01 of this Agreement.

Section 1.16 “County Party” shall mean any Party organized as a Michigan county.

Section 1.17 “Days” means calendar days, unless otherwise expressly provided.

Section 1.18 “Effective Date” means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is (i) filed with Michigan Department of State, Office of the Great Seal, and (ii) filed with the County Clerk of each county where a Party to this Agreement is located.

Section 1.19 “Executive Committee” means the executive committee of the Corporation Board created by section 7.01 of this Agreement.

Section 1.20 “Fiscal Year” means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Executive Committee.

Section 1.21 “FOIA” or “Freedom of Information Act” means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.

Section 1.22 “Local Government Party” shall mean any Party organized as a Michigan city, village or township.

Section 1.23 “Michigan Strategic Fund” or “MSF” means the Michigan Strategic Fund created pursuant to Act No. 270 of the Public Act of Michigan, 1984, as amended, MCL 125.2001 to 125.2094

Section 1.24 “OMA” or “Open Meetings Act” means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.275.

Section 1.25 “Participation Agreement” means an agreement as described in Article IX of this Agreement.

Section 1.26 “Party” or “Parties” means, either individually or collectively as applicable, each County Party and Local Government Party which is a signatory to this Agreement.

Section 1.27 “Permit” shall mean a permit, license or approval required to be granted by a Local Government Party as a condition of the operation of a business.

Section 1.28 “Person” means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, Public Agency, or other legal entity.

Section 1.29 “Public Agency” means that term as defined in Act 7.

Section 1.30 “Qualified Aerotropolis Business” means that term as may hereafter be defined in Act 198, if amended, or other relevant State law.

Section 1.31 “Site Plan” means that term as defined in the Zoning Act.

Section 1.32 “State” means the State of Michigan.

Section 1.33 “Tax Increment Revenues” means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, “Tax Increment Revenues” shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.34 “TIF Plan” means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.35 “Zoning Act” means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

ARTICLE II
CREATION OF THE
AEROTROPOLIS DEVELOPMENT CORPORATION

Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation. There is hereby created a separate legal entity and public body corporate to be known as the “Detroit Region Aerotropolis Development Corporation” for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted by law and in this Agreement.

Section 2.02 Geographic Boundaries. The boundaries of the Corporation within which it may exercise its powers shall be the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 Principal Office. The initial principal office of the Corporation is 600 Randolph, Third Floor, Detroit, Michigan 48226, or such other location as may be determined from time to time by the Corporation Board.

Section 2.04 Title to Corporation Assets. Except as otherwise provided under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the

Corporation shall have exclusive title to all its property, and no Party or Person shall have an ownership interest in Corporation property.

Section 2.05 Tax-exempt Status. The Parties intend and declare the activities of the Corporation to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend and declare the activities of the Corporation to be of the same character as “governmental functions carried out by a political subdivision of this State,” exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the business tax under the Michigan Business Tax Act, Act No. 36, Public Acts of Michigan, 2007, as amended, MCL 208.1101 to 208.1601, and ad valorem property taxes under Act 206, and exempt to the extent provided under Michigan law from all governmental assessments and fees otherwise applicable to private entities.

Section 2.06 Compliance with Law. The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement.

Section 2.07 Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any employer/employee relationship either express or implied shall arise or accrue to any Party as a result of this Agreement.

Section 2.08 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party’s rights in this Agreement, and/or any other right of any kind, in favor of any Person.

Section 2.09 Ethics; Conflicts of Interest. Members of the Corporation Board and Executive Committee and the officers, appointees and employees of the Corporation shall be considered “public servants” as defined in, and shall be subject to, Act No. 317, Public Acts of Michigan, 1968, as amended, MCL 15.321 to 15.330, and shall be subject to the standards of conduct set forth in Act No. 196, Public Acts of Michigan, 1973, as amended, MCL 15.341 to 15.348.

ARTICLE III PURPOSE

Section 3.01 Purpose. The purpose of the Corporation shall be to take advantage of the provisions of State law, now or hereafter enacted, enabling the creation and implementation of economic development activities generally and of aerotropolis development corporations in particular, as may be hereafter recognized by statute, and to attract facilities

engaged in the shipment of tangible personal property via air cargo, supply chain businesses, and other businesses in accordance with State law, and shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, as may be hereafter recognized by statute, including by way of example and not limitation the powers to designate Aerotropolis Development Zones and Aerotropolis Development Areas and to grant tax abatements to qualified businesses, as may be hereafter recognized by statute, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;

- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement; and
- (i) Sue and be sued.

Section 4.02 Additional Powers Granted Under Act 7. The Corporation shall also have the power to:

- (a) Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;
- (b) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;
- (d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;
- (e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;
- (f) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses, and the rights of the other Parties in such cases;
- (h) Engage auditors to perform independent audits of the financial statements of the Corporation;
- (i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
- (k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and

(1) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

Section 4.03 Powers Under Other State Law. In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to an aerotropolis development corporation under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Section 4.04 Bonds or Notes; Limitations. The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

Section 4.05 Tax Limitation. The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

Section 4.06 Limitation on Political Activities. The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in informational activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 4.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Corporation shall not be operated for profit, and it shall perform governmental and not proprietary functions.

ARTICLE V
SPECIFIC POWERS OF CORPORATION; LIMITATIONS

Section 5.01 Development Criteria. The Corporation shall have the power to develop and establish development criteria and development-ready preconditions for the Parties for economic development assistance. The development criteria shall apply to proposals made to the Corporation for economic development assistance within all or a part of the geographic territory of the Corporation.

Section 5.02 Design Standards. The Corporation shall promulgate specific design standards to be applied to applications received from property owners and developments which desire to receive economic development incentives from the Corporation under this Agreement and relevant law. The design standards shall be submitted to the Local Government Parties for approval prior to implementation by the Corporation.

Section 5.03 Aerotropolis Master Design Plan. The Corporation, in collaboration with the Local Government Parties, shall have the power to promulgate an Aerotropolis Master Design Plan for that area within the boundaries of the Corporation in which the Corporation shall offer economic development incentives. The Aerotropolis Master Design Plan may include proposed land uses to be recommended to the Local Government Parties' consideration in respect of the Local Government Parties' zoning regulations. The Aerotropolis Master Design Plan shall be submitted to the Local Government Parties for approval prior to implementation.

Section 5.04 Application Criteria and Review; Incentives; Approval. The Corporation shall have the power to promulgate application materials; to seek and accept applications from prospective developers and businesses; to establish criteria for Qualified Aerotropolis Businesses; to establish criteria and review applications for incentives from prospective developers and businesses; to make determinations in its sole discretion in respect of the approval, in whole or in part, of such applications and of economic development incentives under relevant law (including, by way of example and not limitation, under Act 376, Act 281, Act 198 and Act 206), except as such discretion is expressly limited by this Agreement or law; to consult with the State officials having subject matter jurisdiction in respect of applications and approvals; to monitor the performance of applicants; and to make recommendations in respect of applications to the State officials or entities, a Local Government Party, or any other Person having subject matter jurisdiction. In the alternative, if an application for designation as a Qualified Aerotropolis Business or for economic development incentives (i) is presented to the Corporation in writing by the Local Government Party and the County Party within which the applicant proposes to locate, (ii) adheres to the development criteria established pursuant to Section 5.01 and the design standards established pursuant to Section 5.02, and (iii) is consistent with the Aerotropolis Master Design Plan promulgated pursuant to Section 5.03, then it shall be deemed approved without further action by the Corporation as of the date of the application. Notice of the application and approval shall be given in accordance with Sections 5.12 to 5.16 of this Agreement, as appropriate.

Section 5.05 Infrastructure Planning and Development. The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the geographic territory of the Corporation.

Section 5.06 Site Selection. The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the geographic territory of the Corporation.

Section 5.07 Marketing; Business Attraction. The Corporation shall have the power to conduct marketing and business attraction efforts on behalf of itself and the Detroit metropolitan region.

Section 5.08 Real Estate Development. The Corporation shall have the power to provide consultation to assist any Person in respect of the development of real estate for use by a Qualified Aerotropolis Business within the geographic territory of the Corporation.

Section 5.09 Regulatory Assistance and Processing. The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.10 Streamlined Permitting Processes. The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to recommend for approval to the Parties streamlined permitting and approval processes for projects within the geographic territory of the Corporation for consideration by the Parties.

Section 5.11 Local Government Assistance. The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the geographic territory of the Corporation.

Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Zone. Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party within which the Zone is proposed to be located. Within the first year following the enactment of the amendatory acts contemplated in this Agreement, each initial Local Government Party shall be entitled to request by resolution and receive the designation by the Corporation of one Zone within its territory, provided: that such Zone shall be consistent with the Aerotropolis Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; each respective Local Government Party shall assist with the preparation of the development plan in respect of such Zone within its territory; and if the number of Zones authorized by State law is fewer than the number of Local Government Parties, this entitlement shall not apply but shall be reviewed by the Corporation and the Local Government Parties to reflect the reduction in the number of Zones authorized. Designation of property as a Zone within the geographic territory of the Corporation shall be accompanied by

the development plan. The Corporation shall consider the criteria set forth in section 7 of Act 376, MCL 125.2687, in designating a Zone. The Corporation shall provide written notice of the proposed designation of property as a Zone to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, a Zone if the Local Government Party within which the proposed Zone is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Zone designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Zone designation to which the original disapproval applied.

Section 5.13 Designation of Aerotropolis Development Areas; Criteria; Conditions; Local Government Party Disapproval. To the extent permitted by Act 281 and herein, the Corporation shall establish criteria for and may establish Aerotropolis Development Areas within the Authority District from time to time. Prior to the establishment of an Aerotropolis Development Area, the Corporation shall receive a resolution of approval from the Local Government Party within which the ADA is proposed to be located. Except as provided below, the Corporation shall not use Tax Increment Revenues derived from ad valorem taxes levied by a Local Government Party for any project or purpose outside the territory of the Local Government Party without the Local Government Party's written consent to the use. Notwithstanding the foregoing, the Corporation may use Tax Increment Revenues for the purpose of paying the Corporation's operating expenses to the extent permitted by law. This Agreement shall be deemed to be an agreement with taxing jurisdictions to share a portion of the captured assessed value or to distribute tax increment revenues among taxing jurisdictions as contemplated by section 12(5) of Act 281. The Corporation shall provide written notice of the proposed designation of an ADA to each Local Government Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, an ADA if the Local Government Party within which the proposed ADA is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of ADA designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the ADA designation to which the original disapproval applied.

Section 5.14 Designation of Qualified Aerotropolis Business; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate a business as a Qualified Aerotropolis Business. The Corporation shall provide written notice of the designation of a business as a Qualified Aerotropolis Business to the Local Government Party within which the Qualified Aerotropolis Business intends to locate not more than 10 days following such designation. The Corporation shall have no power to designate, and shall not designate, a business as a Qualified Aerotropolis Business if the Local Government Party within which the proposed Qualified Aerotropolis

Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Qualified Aerotropolis Business designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Qualified Aerotropolis Business designation to which the original disapproval applied. A Qualified Aerotropolis Business shall be designated only with respect to a particular proposed project for which tax incentives are sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Qualified Aerotropolis Business in respect of that specific proposal, notwithstanding any prior designation as a Qualified Aerotropolis Business in respect of another proposal. For purposes of the foregoing limitation, "particular proposed project" shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Qualified Aerotropolis Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Qualified Aerotropolis Business in respect of that existing project.

Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval. To the extent permitted by Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to the Local Government Party within which the district is proposed to be established not more than 10 days following such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the district to which the original disapproval applied.

Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval. To the extent permitted by Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f(1) under Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to the Local Government Party within which the personal property is located not more than 10 days following the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party within which the new personal property proposed to be exempted is located

delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the exemption; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the exemption to which the original disapproval applied.

ARTICLE VI CORPORATION BOARD

Section 6.01 Corporation Board Composition. The appointing authority of each Party shall appoint one (1) member of the Corporation Board. Members of the Corporation Board shall serve at the pleasure of the appointing Party for terms established by each Party, but not to exceed four (4) years.

(a) Each Party entitled to membership on the Corporation Board shall have the ability to appoint one (1) alternate to serve in a permanent member's place and stead if the permanent member is absent from a Corporation Board meeting. Appointment of the alternate shall be made by the appointing authority in writing.

(b) A vacancy on the Corporation Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Corporation Board members may be removed by the appointing authority at will.

Section 6.02 Meetings. The Corporation Board shall meet at least annually at the place, date, and time as the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act.

Section 6.03 Quorum and Voting. A majority of the Corporation Board then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 6.04 Corporation Board Powers and Responsibilities. The Corporation Board shall do all of the following by a majority vote unless otherwise provided:

(1) Upon the recommendation of the Executive Committee, adopt rules of procedure governing the Corporation Board and Executive Committee and their respective actions and meetings. Initial rules of procedure shall be adopted within six (6) months of the first meeting of the Corporation Board.

(2) Elect Local Government Party members to the Executive Committee.

(3) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act.

(4) Upon the recommendation of the Executive Committee and the Chief Executive Officer, approve the annual budget in accordance with the Budget Act.

(5) Evaluate the Corporation's performance under this Agreement and law and recommend changes to the Executive Committee.

(6) Upon the recommendation of the Executive Committee, establish policies and procedures in respect of ethics and conflicts of interest consistent with Sections 2.09 and 7.09 of this Agreement.

(7) Upon the recommendation of the Executive Committee, approve an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended.

Section 6.05 Fiduciary Duty. The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 6.06 Compensation. The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

ARTICLE VII

EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

Section 7.01 Executive Committee Composition; Appointments. The Executive Committee initially shall have not less than eight (8) and not more than twelve (12) members, and shall be composed as follows:

(a) Eight (8) permanent voting members of the Executive Committee shall be appointed in the following manner: two (2) members representing the Local Government Parties at-large shall be elected by the Corporation Board; one (1) member shall be appointed by the City of Romulus; two (2) members shall be appointed by the Wayne County Airport Authority; two (2) members shall be appointed by Wayne County; and one (1) member shall be appointed by Washtenaw County. Local Government Party at-large representatives shall be selected from among Local Government Parties whose annual

membership fees are currently paid in full, and the City of Romulus representative shall take office upon the payment in full of annual membership fees by the City of Romulus.

(b) Not more than two (2) additional voting members may be appointed by a non-profit foundation established by private entities and organizations having an interest in implementing the Corporation, provided such foundation is recognized by vote of the permanent members of the Executive Committee appointed under Section 7.01(a), and provided that the foundation has agreed to pay the applicable membership fee.

(c) Not more than two (2) additional voting members may be recommended by a non-profit foundation established by private entities and organizations having an interest in implementing the Corporation, provided such foundation is recognized by the Executive Committee; and further provided that the foundation or other entity has agreed to pay the applicable membership fee; and further provided that such recommendations shall be subject to approval by a vote of the permanent members of the Executive Committee appointed under Section 7.01(a).

The number of members and composition of the Executive Committee may be modified by the Executive Committee from time to time pursuant to Section 7.04(i).

Section 7.02 Executive Committee Terms of Office. The terms of office of the Executive Committee shall be as follows:

(a) Each Local Government Party at-large representative shall be elected to a term of two (2) years, and may be reelected from time to time, provided that an individual may not serve consecutively for more than two terms;

(b) Each of the Wayne County Airport Authority representatives shall be appointed to a term of two (2) years;

(c) Each of the County Party representatives and the City of Romulus representative shall be appointed to a term of three (3) years;

(d) Each of the appointees appointed pursuant to Section 7.01(b) shall be appointed to a term of two (2) years; and

(e) Each additional voting member appointed pursuant to Section 7.01(c) shall be appointed to a term of one (1) year.

Members of the Executive Committee shall serve until the earlier of the expiration of their term or until their resignation or removal. Members of the Executive Committee may only be removed by the appointing entity for cause, including failure to attend meetings. Failure to pay the applicable costs, fees or obligations respecting the appointing entity's obligations to the Corporation for a period of sixty (60) days shall be deemed a resignation from the Executive Committee. Membership on the Executive Committee shall be restored upon the payment of the applicable costs, fees or obligations, provided that the vacancy has not otherwise been filled.

Section 7.03 Vacancies. Vacancies shall be filled by appointments made by the respective appointing entity for the balance of the unexpired term.

Section 7.04 Executive Committee Powers and Responsibilities. The Executive Committee shall exercise all of the powers of the Corporation granted to the Corporation by this Agreement and under law excepting those expressly reserved herein for the Corporation Board. Except as expressly provided otherwise, the Executive Committee shall act by majority vote. The Executive Committee may do any one or more of the following:

(a) Appoint the Chief Executive Officer of the Corporation in accordance with section 7.10 of this Agreement who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The Chief Executive Officer shall receive such compensation as determined by the Executive Committee.

(b) Adopt and submit to the Corporation Board for approval bylaws, rules and procedures governing the Corporation and the Executive Committee and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Executive Committee;

(c) Elect officers of the Corporation, which shall be a Chair, Vice Chair, Secretary and Treasurer, and such other officers or assistant officers as the Executive Committee shall determine from time to time. The offices of Secretary and Treasurer may be combined at the Executive Committee's discretion. Initial officers shall be appointed within thirty (30) days of the first meeting of the Executive Committee;

(d) Approve policies to implement day-to-day operation of the Corporation, including policies governing the staff of the Corporation;

(e) Provide for a system of accounts to conform to a uniform system required by law, and review and recommend to the Corporation Board the Corporation's annual budget in accordance with the Budget Act;

(f) Adopt personnel policies and procedures;

(g) Approve policies and procedures with respect to contracting and procurement;

(h) Recommend to the Corporation Board an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended, and establish commercial banking arrangements;

(i) Increase the size of the Executive Committee from time to time and establish terms of office therefor, provided that any additional members shall be required to fully pay in advance the then-applicable membership fee; and

(j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 7.05 Meetings. The Executive Committee shall hold meetings at the place, date, and time as the Executive Committee shall determine. Meetings shall comply with the Open Meetings Act.

Section 7.06 Quorum and Voting. A majority of the Executive Committee then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 7.07 Fiduciary Duty. The members of the Executive Committee, the Chief Executive Officer and other officers of the Corporation are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Executive Committee, the Chief Executive Officer, and other officers of the Corporation shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 7.08 Compensation. The members of the Executive Committee shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Executive Committee may engage in private or public employment, or in a profession or business.

Section 7.09 Conflicts of Interest. The Executive Committee may adopt and recommend to the Corporation Board for approval policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Corporation Board or the Executive Committee who has a direct interest in any matter before the Corporation disclose the member's interest and any reasons reasonably known to the member of the Corporation Board or Executive Committee why the transaction may not be in the best interest of the public before the Corporation Board or Executive Committee takes any action with respect to the matter. The disclosure shall become part of the record of the Corporation's proceedings.

Subject to the relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Corporation that would create a conflict of interest involving members of the Corporation Board, Executive Committee and employees of the Corporation. At a minimum, these policies to be established for the Corporation should include compliance by each member of the Corporation Board, Executive Committee, and employees of the Corporation who regularly exercise significant discretion over the award and management of Corporation projects with policies governing the following:

- (a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

Section 7.10 Chief Executive Officer. No later than six (6) months after the first meeting of the Executive Committee, the Executive Committee shall select and retain a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Executive Committee, the operating budget adopted by the Executive Committee, the general policy guidelines established by the Executive Committee, other applicable governmental procedures and policies, and this Agreement. The Chief Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; the preparation of an annual budget in accordance with the Budget Act; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, including length of service, shall be specified in a written contract between the Chief Executive Officer and the Corporation, provided that the Chief Executive Officer shall serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the Chief Executive Officer by a vote of not less than three-fifths (3/5) of its voting members then serving in office.

ARTICLE VIII DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Corporation commences on the Effective Date and continues for a term of ninety-nine (99) years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7 and Sec. 4.01 of this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Zone, ADA, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

Section 8.03 Termination. This Agreement shall continue until terminated by the first to occur of the following:

- (a) When there is one (1) Party;
- (b) Upon the withdrawal of Wayne County;
- (c) A three-fourths (3/4) vote of the voting members of the Executive Committee then serving in office; or
- (d) Expiration of the stated term of the Agreement.

Section 8.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Corporation.

ARTICLE IX CONTRIBUTIONS

Section 9.01 Entry Fees. Any local government which becomes a Local Government Party to this Agreement shall be required to pay a fixed entry fee. The initial fixed entry fee is set forth on Exhibit A. The fixed entry fee shall be waived in its entirety for the initial Local Government Parties to this Agreement in consideration of the in-kind contributions made in support of creating the Corporation and pursuing appropriate supporting legislation. The fixed entry fee for Local Government Parties subsequently joining the Corporation may be waived in whole or in part by the Executive Committee in its sole reasonable discretion in consideration of in-kind contributions.

Section 9.02 Annual Membership Fees. The Executive Committee shall establish and may revise biannually a schedule of annual membership fees for the Corporation. The membership fees shall include fee categories for Parties and for non-Party entities represented on the Executive Committee, provided that the Wayne County Airport Authority shall not be subject to an annual membership fee. The Corporation's operating expenses shall be paid for first from the collection of Tax Increment Revenues by the Corporation under a TIF Plan, and the amount of Tax Increment Revenues attributable to a Party's annual millage levy shall be credited against that Party's annual membership fee, provided that for the first five years from the establishment of an ADA, the credit against the annual membership fee shall not exceed 1/3 of the then applicable fee. The balance of the annual membership fee shall be paid by the Party from any funds legally available for such purpose. The Executive Committee, in its sole reasonable discretion, may credit the value of in-kind services to the Corporation against the annual membership fees otherwise due and payable from a Party or entity represented on the

Executive Committee which is not a Party, provided that the credit may not exceed 1/3 of the membership fee otherwise due. Long-term payment plans may be entered into for up to three years with approval from the Executive Committee, provided that a good faith cash payment is made each year and provided further that the Party consents to the designation of an ADA within the Party's territory. Notwithstanding the other provisions of this section, the Executive Committee also may reduce or defer the payment of annual membership fees or make other necessary or convenient accommodations on account of hardship in appropriate cases. The initial annual membership fees are set forth on Exhibit A.

Section 9.03 Personal Property, Assets and Services. Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property, assets and services contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, by reference to a published market rate of the items in question, competitive quotes, or other objective measure approved by the Executive Committee.

Section 9.04 Employees. Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Executive Committee. The Corporation shall have full discretion to return the employee to the Party or other entity for non-performance, in which case the Party or other entity shall be subject to and shall promptly pay the remaining membership fee.

Section 9.05 Marketing Costs. The Corporation expects and intends to enter into an agreement with the Wayne County Airport Authority under which the Wayne County Airport Authority and the Corporation annually shall prepare a marketing budget for the Corporation for the purpose of paying for marketing efforts designed to attract users to Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the "Airports"). The agreement shall provide that the Wayne County Airport Authority shall pay the reasonable share of such budget representing Airports-related marketing expenses, but only to the extent permitted by State and federal law and regulation. Expenditure of such budgeted moneys shall be subject to annual review and audit to assure compliance with State and federal law and regulation.

Section 9.06 Acts and Omissions. The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

Section 9.07 Execution of Documents. The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

Section 9.08 Participation Agreement. The Corporation and a Party may enter into a Participation Agreement for the purpose of executing the purposes and activities contemplated by this Agreement.

ARTICLE X
ADMISSION OF OTHER PARTIES

Section 10.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chief Executive Officer and pursuant to guidelines established by the Executive Committee, payment of the then applicable membership fees, and in accordance with law. The Chief Executive Officer may recommend approval to the Executive Committee. The Executive Committee shall approve or deny the request. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 10.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 10.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

Section 10.04 Opinion of Legal Counsel. The written request submitted to the Chief Executive Officer shall be accompanied by an opinion of legal counsel to the Public Agency in form and substance satisfactory to counsel to the Corporation, and to the Attorney General of the State if approval by the Attorney General is then required, including but not limited to opinions to the effect that the Public Agency is validly formed, has the powers set forth in Articles IV and V of this Agreement, and that the Agreement, once duly executed and delivered, will be the valid and binding obligation of the Public Agency, enforceable in accordance with its terms.

ARTICLE XI
REVENUE SHARING, JOINT PLANNING COMMISSION

Section 11.01 Revenue Sharing. The Parties conceptually agree that the Corporation's success in attracting economic development should be shared among all Parties. The Parties therefore agree to investigate a fair and equitable means of sharing all or a portion of revenue derived by and for the benefit of the Parties in accordance with the provisions of Act 7 and other relevant law.

Section 11.02 Joint Planning Commission. The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

ARTICLE XII
BOOKS AND REPORTS

Section 12.01 Accrual Basis. The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 12.02 Corporation Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

Section 12.03 Financial Statements and Reports. The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

Section 12.04 Freedom of Information Act. The Corporation is subject to and shall comply with the Freedom of Information Act.

ARTICLE XIII
FINANCES

Section 13.01 Annual Budget. The Corporation shall be subject to and comply with the Budget Act. The Chief Executive Officer annually shall prepare and the Executive Committee and Corporation Board shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 13.02 Deposits and Investments. The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Executive Committee and the Corporation Board consistent with State law regarding the investment of public funds.

Section 13.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Executive Committee and in accordance with the Budget Act and law.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Notices. Notice of all meetings of the Executive Committee and of the Corporation Board shall be given in the manner required by the OMA. In addition, at least three (3) days prior to the date set for the holding of any meeting of the Executive Committee or Corporation Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Executive Committee member and Corporation Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Corporation. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system. The Chief Executive Officer or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven (7) days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Corporation. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sendee as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the Corporation, with a written copy by first class mail, provided that notices required by Sections 5.12, 5.13, 5.14, 5.15 and 5.16 and notices of withdrawal shall be sent by email or other electronic means and by certified mail, return receipt requested, in lieu of first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Corporation from time to time. All correspondence shall be considered delivered to a Party as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system.

Section 14.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 14.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 14.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this

Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 14.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 14.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 14.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 14.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 14.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

Section 14.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.

Section 14.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

_____ OF _____
Address:

WITNESS:

BY: _____

ITS: _____

DATE: _____

EXHIBIT A

MEMBERSHIP FEE SCHEDULE

Annual Membership Fees:

County Party	\$ 50,000 per seat on Executive Committee
Local Government Party	25,000 each Party
Private Sector/ Foundation	100,000 per seat on Executive Committee

Fixed Entry Fees:

Local Government Party	\$ 50,000 each Party
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DELIB:2980174.15\094860-00145

RESOLUTION NO. 2009-8

A Resolution In Support of Alexis B. Jones Receiving A Robert R. Robinson Memorial Scholarship

WHEREAS, Alexis B. Jones is an Ypsilanti Township resident who is preparing for a career in public administration and is applying for the Robert R. Robinson Memorial Scholarship to assist her with her financial responsibilities; and

WHEREAS, she will be attending Eastern Michigan University in the fall to pursue a Master of Public Administration degree; and

WHEREAS, Ms. Jones is dedicated to human services by helping those who are less fortunate and those who are seeking adequate health care; and

WHEREAS, her ultimate goal is to become a Health and Human Services Director and to have the opportunity to participate in health and welfare reform and other decisions that impact disadvantaged residents; and

WHEREAS, the Charter Township of Ypsilanti proudly supports Alexis B. Jones as she works toward her career goal in public administration.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees respectfully request that Alexis B. Jones be awarded the Robert R. Robinson Memorial Scholarship by the Michigan Townships Association Board of Directors.

February 13, 2009

Karen Lovejoy Roe
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Karen,

I am in the process of applying for the Robert R. Robinson Memorial Scholarship Fund. The purpose of the scholarship fund is to help students in Michigan who are preparing for a career in public administration. My ultimate career goal is to become a Health and Human Services Director for Washtenaw County. I am dedicated to human services and helping those who are less fortunate and those that are seeking adequate health care. I would like the opportunity to participate in health and welfare reform and other decisions that would greatly impact disadvantaged residents of Washtenaw County.

I will be attending Eastern Michigan University in the fall to pursue a Master of Public Administration degree. The Robert R. Robinson Memorial Scholarship would greatly help me by taking care of some of my financial responsibilities as a student. I hope that you can help me achieve my endeavor by providing a copy of a resolution of support from the Ypsilanti Township Board.

In order to be considered for the scholarship, my application must be received by May 31, 2009. My plan is to mail my application as soon as possible. I greatly appreciate your time and consideration. Please let me know if there is any further information you need from me and if you are able to obtain a resolution of support.

Sincerely,



Alexis B. Jones

2009 FEB 17 11:25
YPSILANTI RECEIVED

The Robert R. Robinson Memorial Scholarship Fund



Robert R. Robinson
(1920-1987)

Supervisor, Meridian Charter Township
(1959-1969)

Michigan Townships Association Legislative Director
(1969-1975)

MTA Executive Director
(1975-1983)

MTA Associate Director
(1983-1984)

Cofounder and Board Member
National Association of Towns and Townships
(1977-1984)

NATaT President
(1978-1980)

The Michigan Townships Association administers a scholarship fund established in memory of Robert R. Robinson, former executive director of the association. The purpose of the scholarship fund is to help students in Michigan who are preparing for a career in public administration.

The scholarship will be awarded on a competitive basis, as determined by the applicant's academic achievement, community involvement and commitment to a career in local government administration.

Submit application materials to:

Robert R. Robinson Memorial Scholarship Fund
Michigan Townships Association
P.O. Box 80078, Lansing, Michigan 48908-0078

Robert R. Robinson Memorial Scholarship Eligibility Requirements

- Scholarship recipients are selected from nominees submitted by MTA member township boards.
- Scholarship applicants must be a junior, senior or graduate student enrolled in a Michigan college or university; pursuing a degree in public administration, public affairs management or some other field closely related to local government administration, and must be considering a career in local government administration.
- The scholarship is awarded on a competitive basis, as determined by the applicant's academic achievement, community involvement and commitment to a career in local government administration.

Application Specifications

- Scholarship applicants must submit the following information, as applicable:
 - name,
 - home address,
 - school address,
 - college or university where enrolled,
 - cumulative grade point average,
 - declared major,
 - expected graduation date,
 - home community activities,
 - school community activities,
 - school extracurricular activities, and
 - career goals in local government.
- Scholarship applicants must also submit:
 - a letter of recommendation from a professor or instructor,
 - a copy of a resolution of support from a Michigan township board (resolutions from other types of entities or from individual public officials are not sufficient), and
 - a short essay on an important issue facing local government.



In order to be considered by the Robert R. Robinson Memorial Scholarship Fund Board of Directors, applications must be received no later than May 31, 2009.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

THOMAS D. COLLIS
TEL (313) 496-7677
FAX (313) 496-8450
E-MAIL collis@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing
Saginaw • Troy

FLORIDA: Naples

ILLINOIS: Chicago

NEW YORK: New York

CANADA: Toronto • Windsor

CHINA: Shanghai

POLAND: Gdynia
Warsaw • Wroclaw

February 23, 2009

Via Email

Ms. Karen Lovejoy Roe
Clerk
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197-7099

Re: Ypsilanti Community Utilities Authority Water Supply System
Bonds (Charter Township of Ypsilanti) - Hewitt Road

Ypsilanti Community Utilities Authority Wastewater System
Bonds (Charter Township of Ypsilanti) - Martz Road and
Willow Run Pump Stations

Dear Karen:

Pursuant to our recent meeting discussing these financings, I am attaching the following in order to commence the necessary statutory procedures:

- 1) Resolution Approving Contracts and Authorizing Notice.
- 2) DWRP Contract by and between the Authority and the Township.
- 3) SRF Contract by and between the Authority and the Township.

By copy of this letter to each person listed below, I am also attaching a copy of the Resolution and Contracts to them for their review, and if the same are found to be in proper order, the Resolution should be adopted by the Township Board at the March 3, 2009 regular meeting of the Township.

Assuming the Resolution is adopted by the Township Board, the Notice of Intent, which can be found at the back of the Resolution (pages 4 and 5), must be published as a ¼-page display advertisement in the *Ypsilanti Courier* as soon as possible after adoption. I would appreciate receiving at least three (3) certified copies of the Resolution along

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Karen Lovejoy Roe

-2-

February 23, 2009

with three (3) Affidavits of Publication of the Notice of Intent as soon as the same become available.

The Contracts should be signed through the signatures of the Supervisor and Clerk on page 16 and at least three (3) copies of each of the Contracts, as signed, should be forwarded to Larry Thomas as soon as possible after adoption and signature so that the YCUA Board can have signed Contracts at its meeting of March 24, 2009.

I understand that Larry will forward to me three (3) fully signed copies of the Contracts after the YCUA Board has approved the same on March 24, 2009.

I trust the forgoing is in proper order but should you have any questions or comments concerning the same, please give me a call.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By:  _____

Thomas D. Colis

cc: Brenda L. Stumbo
Larry J. Doe
Wm. Douglas Winters, Esq.
Larry R. Thomas
Paul R. Stauder

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

DELIB:3062175.1\099369-00026

RESOLUTION NO. 2009-9

APPROVING CONTRACTS AND AUTHORIZING NOTICE

**Charter Township of Ypsilanti
County of Washtenaw, State of Michigan**

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Local Unit"), held on the 3rd day of March, 2009, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of various water main and related improvements on Hewitt Road, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the "Water Improvements"); and

WHEREAS, a contract (the "DWRP Contract") has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Local Unit to provide for the financing of the Local Unit's share of the cost of the acquisition, construction and installation of the Water Improvements; and

WHEREAS, this Governing Body has carefully reviewed the DWRP Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Water Improvements and for providing the needed services; and

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of the acquisition, construction and installation of various improvements to the Martz Road pump station and the Willow Run pump station, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the “Wastewater Improvements”); and

WHEREAS, a contract (the “SRF Contract,” together with the DWRP Contract, referred to as the “Contracts”) has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Local Unit to provide for the financing of the Local Unit’s share of the cost of the acquisition, construction and installation of the Wastewater Improvements; and

WHEREAS, this Governing Body has carefully reviewed the SRF Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Wastewater Improvements and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contracts are hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contracts for and on behalf of the Local Unit; provided, however, that Contracts shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Ypsilanti Courier*, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Local Unit of the details of the proposed Contracts and the rights of referendum thereunder.

2. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: _____

NAYS: Members: _____

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACTS AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "DWRF Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which DWRF Contract provides, among other things, that the Authority will acquire, construct and install certain water supply system improvements on Hewitt Road, consisting of the acquisition and construction of various water main and related improvements, together with all necessary appurtenances and attachments thereto to service the Local Unit and will issue its bonds in the principal amount not to exceed \$650,000 to finance the cost of the acquisition and construction of such water improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE DWRF CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

PLEASE TAKE FURTHER NOTICE, the Charter Township of Ypsilanti (the "Local Unit") has approved by resolution the execution of a contract (the "SRF Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which SRF Contract provides, among other things, that the Authority will acquire, construct and install certain wastewater improvements, consisting of the acquisition and construction of various improvements to the Martz Road pump station and the Willow Run pump station, together with all necessary appurtenances and attachments thereto to service the Local Unit and will issue its bonds, in one or more series, in the aggregate principal amount not to exceed \$7,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE SRF CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds for the water supply and wastewater system improvements will be issued in the aggregate principal amount of not to exceed \$7,650,000, will be issued in two or more series, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Municipal Bond Authority but in no event to exceed two and one-half percent (2.5%) per annum on the balance of the bonds from time to time remaining unpaid. The DWRF Contract and the SRF Contract (collectively, the "Contracts") each include the Local Unit's pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit's obligations as expressed in the Contracts. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, CHARTER AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S WATER SUPPLY AND WASTEWATER SYSTEMS TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contracts will become effective and binding upon the Local Unit without vote of the electors as permitted by law unless a petition requesting an election on the question of the Local Unit entering into the Contracts, signed by not less than 10% of the registered electors of the Local Unit, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contracts cannot become effective without an approving vote of a majority of electors of the Local Unit qualified to vote and voting on the question. The Contracts are on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contracts and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

DWRF CONTRACT

THIS DWRF CONTRACT, dated as of March 24, 2009, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Unit being a constituent member of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain water supply system improvements in the Local Unit, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$600,000; and

WHEREAS, the Local Unit is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of the Local Unit with improved water supply system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of the Local Unit; and

WHEREAS, the Authority and the Local Unit are each agreeable to the execution of this Contract by and between themselves, the Contract to provide, among other things, for the financing of the cost of said improvements; and

WHEREAS, the Local Unit has approved and authorize the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five days following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein,
THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Unit again approve the establishment of water supply system improvements in the Local Unit under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WATER SUPPLY SYSTEM NO. 8 (Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the

“System”).

SECTION 3. The Local Unit hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local Unit for the purpose of constructing, operating and maintaining the System and any improvements, enlargements and extensions thereto.

SECTION 4. The System is designed to serve areas in the Local Unit as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and the Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in the Local Unit.

SECTION 5. The Authority and the Local Unit hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$600,000 and the Local Unit's share thereof of not to exceed \$600,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the acquisition and construction of the System and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless the Local Unit, by resolution of its legislative body, (a) approves said increased total cost and

the Local Unit's share thereof, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of the Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

SECTION 9. To provide for the construction and financing of the System in accordance with the provisions of Act 233, the Authority shall take the following steps:

- (a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds in the principal amount of not

to exceed \$600,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Municipal Bond Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the System as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Unit as permitted by law and investment income

shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. That cost of the System shall be charged to and paid by the Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the System to be financed with the issuance of bonds of the Authority (\$600,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on the bonds on the next October 1st of each year) on September 15 of each year, as follows:

2010	\$25,000
2011	25,000
2012	25,000
2013	25,000
2014	25,000
2015	25,000
2016	25,000
2017	30,000
2018	30,000
2019	30,000
2020	30,000
2021	30,000
2022	30,000
2023	30,000
2024	35,000
2025	35,000
2026	35,000
2027	35,000
2028	35,000
2029	40,000

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2010, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on September 15, 2009, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2½%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses.

Should cash payment be required from the Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, the Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. The Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2009, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds on the next succeeding April 1, and payable by the Local Unit on March 15, as hereinbefore provided, and the exact amount of interest installment due on the bonds of the Authority on the next succeeding October 1, and payable by the Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2009, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in

Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. The Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. The Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14 In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically

authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by the Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and the Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the

annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of the Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of the Local Unit; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by the Local Unit hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and the Local Unit each recognize that the owners from

time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of the Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every

conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and

demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by the legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Local Unit and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$1,945,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a

lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DELIB:3062159.1\099369-00026

SRF CONTRACT

THIS SRF CONTRACT, dated as of March 24, 2009, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the "Authority"), and the CHARTER TOWNSHIP OF YPSILANTI (hereinafter referred to as the "Local Unit") located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as "Act 233"), for the purposes set forth in Act 233 and the Local Unit being a constituent member of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Unit that certain wastewater system improvements in the Local Unit, consisting of the acquisition, construction and installation of various improvements to the Martz Road pump station and the Willow Run pump station, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Unit; and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority's consulting engineers (the "Consulting Engineers"), which said estimate of cost totals not to exceed \$6,495,000; and

WHEREAS, the Local Unit is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of the Local Unit with

improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of the Local Unit; and

WHEREAS, the Authority and the Local Unit are each agreeable to the execution of this Contract by and between themselves, the Contract to provide, among other things, for the financing of the cost of said improvements; and

WHEREAS, the Local Unit has approved and authorize the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for the Local Unit upon expiration of a period of forty-five days following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Unit again approve the establishment of wastewater system improvements in the Local Unit under the provisions of Act 233, consisting of the acquisition, construction and installation of various improvements to the Martz Road pump station and the Willow Run pump station, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of the Local Unit, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is hereby designated as

YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM NO. 4
(Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the
"System").

SECTION 3. The Local Unit hereby consents to the use by the Authority and any parties
contracting with the Authority of the public streets, alleys, lands and rights-of-way in such Local
Unit for the purpose of constructing, operating and maintaining the System and any
improvements, enlargements and extensions thereto.

SECTION 4. The System is designed to serve areas in the Local Unit as described in the
plans prepared by the Consulting Engineers and is immediately necessary to protect and
preserve the public health; and the Local Unit does, by these presents, consent to the furnishing
of such service through the System pursuant to Section 8 hereof, to the individual users in the
Local Unit.

SECTION 5. The Authority and the Local Unit hereby approve and confirm the plans for
the System prepared by the Consulting Engineers and the total estimated cost thereof of not to
exceed the sum of \$6,495,000 and the Local Unit's share thereof of not to exceed \$6,495,000.
Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-
of-way, physical construction necessary to acquire and construct the System, the acquisition of
all materials, machinery and necessary equipment, and all engineering, engineering supervision,
administrative, legal and financing expenses necessary in connection with the acquisition and
construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the acquisition and construction of the
System and the Authority shall in no event agree to any contract price or prices as will cause the

actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless the Local Unit, by resolution of its legislative body, (a) approves said increased total cost and the Local Unit's share thereof, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of the Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The System shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. The Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition any costs incurred by the Local Unit in connection with the acquisition or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Unit and its users.

SECTION 9. To provide for the construction and financing of the System in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$6,495,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of the Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Municipal Bond Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the System as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. That cost of the System shall be charged to and paid by the Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the System to be financed with the issuance of one or more series of bonds of the Authority (\$6,495,000) shall be paid by the Local Unit to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year) on September 15 of each year, as follows:

<u>Series A – Martz</u>		<u>Series B – Willow Run</u>	
2010	\$150,000	2010	\$105,000
2011	155,000	2011	105,000
2012	160,000	2012	110,000
2013	160,000	2013	110,000
2014	165,000	2014	115,000
2015	170,000	2015	115,000
2016	175,000	2016	120,000
2017	180,000	2017	125,000
2018	185,000	2018	125,000
2019	190,000	2019	130,000
2020	195,000	2020	130,000
2021	195,000	2021	135,000
2022	200,000	2022	140,000
2023	205,000	2023	145,000
2024	215,000	2024	145,000
2025	220,000	2025	150,000

2026	225,000	2026	155,000
2027	230,000	2027	160,000
2028	235,000	2028	160,000
2029	240,000	2029	165,000

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2010, corresponding to the principal amount of the above installments, and the Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2010, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two and one-half percent (2½%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by the Local Unit, or from other actions taken in connection with the System, the Authority shall notify the Local Unit of the amount of such fees and other costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses.

Should cash payment be required from the Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, the Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. The Local Unit shall pay

to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish the Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2009, advise the Local Unit, in writing, of the exact amount of principal and interest installments due on the Authority bonds on the next succeeding April 1, and payable by the Local Unit on March 15, as hereinbefore provided, and the exact amount of interest installment due on the bonds of the Authority on the next succeeding October 1, and payable by the Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. The Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2009, set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before

the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. The Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. The Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14 In the event the Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten

(10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by the Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and the Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete the Local Unit's share of the cost of the System, the

Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the Local Unit's share of completing the System and to increase the annual payments required to be made by the Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and the Local Unit shall be committed to retire such amount of bonds as may be necessary to pay the Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, the Local Unit may pay over to the Authority, in cash, sufficient moneys to complete the Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of the Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of the Local Unit; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by the Local Unit hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of

engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and the Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and the Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of the Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Unit shall pay, indemnify and save the Authority harmless of, from and

against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Unit will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or

proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Unit shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by the legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by the Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Local Unit and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for the Local Unit's share to be issued than \$1,945,000, the Director of the Authority and the Treasurer of the Local Unit are each authorized on behalf of the

Authority and the Local Unit, respectively, to agree to a revised principal amount of the Bonds and a revised maturity schedule and to approve the same as an addendum to this Contract. If a lower amount of Bonds is required and if such lower amount and revised maturity schedule is agreed to and approved by the Director of the Authority and the Treasurer, respectively, this Contract shall be construed as referring to the reduced principal amount of said Bonds and the revised maturity schedule therefor.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

DELIB:3062164.1\099369-00026

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

MEMORANDUM

February 23, 2009

To: Township Board

From: David A. Nicholson, AICP, Planning Director
Joe Lawson, Planning Coordinator

Re: Paint Creek Crossing Planned Development Stage 1 and Stage 2 approvals.

I received a copy of the request submitted by Mr. Joseph Check requesting extensions of previous approvals for Paint Creek Crossing Planned Development Stage 1 and Stage 2. In response, please be advised as follows:

According to the information recorded in our files, approval for the modified Stage 1 of the PD was approved by the Township Board on February 18, 2003. The Board's approval for Stage 2 of Paint Creek PD (Hunter's Ridge Condominium) was granted on April 15, 2003. Mr. Check has previously received extensions of both those approvals. The most recent extension was granted on March 4, 2008. A copy of the action from the March 4, 2008 meeting is attached.

The Board should also be advised that the Community Development Department is in receipt of the Soil Erosion and Sedimentation Control permit application for the construction of Dean Drive and the Morgan Road extension. It is anticipated that the construction will commence in spring 2009.

I recommend approval of the extension as requested in the correspondence from Mr. Joseph Check and dated February 13, 2009, with the condition that all real property taxes due as of the date of extension, be paid in full. I offer the following suggested motion:

"I move to approve a one year extension, as requested by Joseph Check in his correspondence dated February 13, 2009, for PD Stage 1 Revised Concept Plan and PD Stage 2 for Hunter's Ridge with the condition that all real property taxes due as of the date of extension, be paid in full."

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 4, 2008 REGULAR MEETING MINUTES
PAGE SEVEN**

and authorize signing of the agreement with Willow Run Community Schools for use of the auditorium for the Youth Dance Recital, to be held on May 2-3, 2008 at a cost of \$520.50, to be charged to account #101-751-000-940-000 (see attached). The motion carried as follows:

Eldridge:	Yes	Currie:	Absent	Sizemore:	Yes
Ostrowski:	Yes	Jamnack:	Yes	Stumbo:	Yes
Doe:	Yes				

3. **REQUEST TO HIRE FITZGERALD HENNE & ASSOCIATES AS A CONSULTANT TO PERFORM LAYOUT, DESIGN WORK AND DRAFT BID SPECIFICATIONS FOR THE ACCESS TO RECREATION GRANT, AT A COST OF \$1,375.00, ACCOUNT #212-970-000-974-001**

A motion was made by Clerk Stumbo, supported by Trustee Ostrowski to approve and authorize signing of an agreement with Fitzgerald Henne & Associates as a consultant to perform layout, design work and draft bid specifications for the Access to Recreation Grant, at a cost of \$1,375.00, to be charged to account #212-970-000-974-001. The motion carried as follows:

Eldridge:	Yes	Currie:	Absent	Sizemore:	Yes
Ostrowski:	Yes	Jamnack:	Yes	Stumbo:	Yes
Doe:	Yes				

4. **REQUEST OF JOSEPH CHECK FOR A ONE YEAR EXTENSION OF BOTH THE PD STAGE I REVISED CONCEPT PLAN AND THE PD STAGE II SITE PLAN REVIEW FOR HUNTER'S RIDGE**

A motion was made by Clerk Stumbo, supported by Treasurer Doe to approve the request of Joseph Check for a one year extension of both the PD Stage I Revised Concept Plan and the PD Stage II Site Plan Review for Hunter's Ridge. The motion carried as follows:

Eldridge:	Yes	Currie:	Absent	Sizemore:	Yes
Ostrowski:	Yes	Jamnack:	Yes	Stumbo:	Yes
Doe:	Yes				

Detailed Tax Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-20-100-010

Property Address [collapse]
WHITTAKER RD YPSILANTI, MI 48197

Owner Information [collapse]
CHECK, JOSEPH E. Unit: 11 54229 BURGUNDY POINTE SHELBY TOWNSHIP, MI 48316

Taxpayer Information [collapse]
SEE OWNER INFORMATION

Legal Information for K -11-20-100-010 [collapse]
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N 01-39-27 W 367.32' ALONG THE WEST LINE OF SAID SECTION 21; THENCE N 88-34-54 E 490.97'; THENCE N 74-51-50 W 741.48' TO THE POB; THENCE N 74-51-50 W 483.27'; THENCE N 88-32-17 W 444.22'; THENCE S 03-05-44 E 983.88; THENCE S 88-32-40 E 444.24'; THENCE S 03-06-15 E 299.40'; THENCE N 88-32-54 W 1912.35' TO THE NORTH-SOUTH 1/4 LINE OF SECTION 20; THENCE N 02-53-49 W 599.79 TO THE CENTER OF SAID SECTION 20; THENCE N 03-37-02 W 1606.52' TO THE SOUTH LINE OF FRENCH CLAIM 681; THENCE N 72-22-10 E 1517.81' ALONG SAID SOUTH LINE; THENCE S 01-04-39 W 500.00'; THENCE N 72-22-10 E 652.17' TO A POINT ON THE NORTH LINE OF MORGAN RD; TH S 17-37-50 E 86.00 FT; THENCE NORTHEASTERLY 94.07' ALONG SAID SOUTH LINE OF MORGAN RD AND THE ARC OF A 773.00' RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS N 68-52-59 E 94.01; THENCE N 65-23-49 E 282.34' TO A POINT ON THE WEST LINE OF DEAN DRIVE; THENCE ALONG SAID WEST LINE OF DEAN DRIVE THE FOLLOWING FOUR COURSES; THENCE S 14-36-11E 50.52 FT; THENCE SOUTHEASTERLY 119.60' ALONG THE ARC OF A 437.00' CURVE TO THE RIGHT, WHOSE CHORD BEARS S 6-45-46 E 119.23'; THENCE S 01-04-40 W 1075.29'; THENCE SOUTHEASTERLY 80.46' ALONG THE ARC OF A 503.00' CURVE TO THE LEFT, WHOSE CHORD BEARS S 03-30-17 E 80.37' TO THE POB. CONTAINING 109.27 AC +/-, T3S-R7E, WASHTENAW COUNTY MICHIGAN (PA 237 OF 1994, AG EXEMPTION, APPLIED 04/29/03)



Enter Future Interest Date:

2/24/2009



Re-Calculate

****Note:** On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
2008, Winter	\$4,770.96	\$0.00		\$4,770.96 ** Pay Tax Bill Now
2008, Summer	\$9,991.00	\$0.00		\$9,991.00 ** Pay Tax Bill Now
2007, Winter	\$4,520.50	\$4,520.50	02/06/2008	\$0.00

2007, Summer	\$8,970.78	\$8,970.78	09/06/2007	\$0.00
2006, Winter	\$5,147.30	\$5,147.30	02/06/2007	\$0.00
2006, Summer	\$7,931.13	\$7,931.13	09/07/2006	\$0.00
2005, Winter	\$5,414.98	\$0.00		\$5,414.98 **Read Note Above
2005, Summer	\$7,415.83	\$0.00		\$7,415.83 **Read Note Above
2004, Winter	\$6,333.92	\$0.00		\$6,333.92 **Read Note Above
2004, Summer	\$6,827.76	\$0.00		\$6,827.76 **Read Note Above
2003, Winter	\$5,750.74	\$0.00		\$5,750.74 **Read Note Above
2003, Summer	\$5,843.50	\$5,843.50	09/10/2003	\$0.00

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JOSEPH E. CHECK
Attorney at Law
54229 Burgundy Pointe
Shelby Township, Michigan 48316-1508
(248) 651-7713
jecheck@gmail.com

RECEIVED
SUPERVISOR'S OFFICE

FEB 17 2009

YPSILANTI TOWNSHIP

February 13, 2009

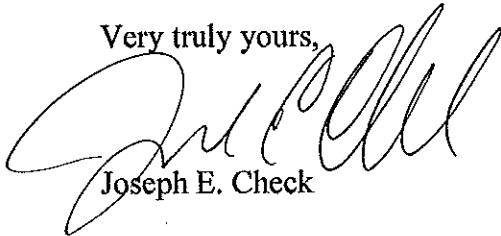
Brenda Stumbo
Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Re: Paint Creek Crossing, PD Stage I Revised Concept Plan & PD Stage II
Site Plan Review(Condominium)

Dear Ms. Stumbo:

In conjunction with the resubmittal of plans to the Washtenaw County Road Commission I am requesting a one year extension from the Board of Trustees of both the PD Stage I Revised Concept Plan and the PD Stage II Site Plan Review on the condominium project known as Hunter's Ridge. The last one year extension was granted by the Board of Trustees at the Regular Board Meeting of March 4, 2008 and which extension expires on April 3, 2009 for both of the above approvals. As you may know the construction plans for the Morgan Road Extension and Dean Drive are presently being reviewed by the Washtenaw County Road Commission and should be completed soon. If you need any additional information to place this matter on the agenda, please advise. Thank you for your cooperation in this matter.

Very truly yours,



Joseph E. Check

JEC/kam

cc: David A. Nicholson

Supervisor
Ruth Ann Jamnick
Clerk
Brenda L. Stumbo
Treasurer
Larry J. Doe
Trustees
Jean Hall Currie
Stan Eldridge
David Ostrowski
Dee Sizemore



Clerk's Office
7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.twp.ypsilanti.mi.us

March 19, 2008

Mr. Joseph E. Check, Attorney
54229 Burgundy Pointe
Shelby Township, MI 48316-1508

RE: PD Stage I Revised Concept Plan and PD Stage II Site Plan Review
(Condominium), for Hunter's Ridge – **Date Correction**

Dear Mr. Check:

At the Regular Board Meeting on March 4, 2008, the Charter Township of Ypsilanti Board of Trustees approved your request for a one year extension of both the PD Stage I revised concept plan, and PD Stage II Site Plan Review for Hunter's Ridge.

This one year extension will **begin on April 3, 2008, and expire April 3, 2009.**

If you have any questions, do not hesitate to contact my office.

Sincerely,

Brenda L. Stumbo
Clerk

sg

cc: David Nicholson, Planning Director
Ruth Ann Jamnick, Supervisor
Wm. Douglas Winters, Attorney
File

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Greens Commission

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 484-1992
www.twp.ypsilanti.mi.us

February 23, 2009

Karen Lovejoy Roe
Ypsilanti Township Clerk
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: **Green Oaks Golf Course**
Proposed 2009 Rate Schedule

Dear Ms. Lovejoy Roe:

At the Regular Meeting held on February 23, 2008, the Ypsilanti Township Greens Commission approved the proposed 2009 Rate Schedule.

It is the recommendation of the Greens Commission that all rates remain the same as 2008.

Please include the enclosed proposal on the next Ypsilanti Township Board agenda for consideration by the Board.

Sincerely,

Ambrose Wilbanks
Chair

nkW

Enclosure

Cc: Greens Commissioners
File

GREEN OAKS GOLF COURSE
2009 RATE PROPOSAL

	<u>2009 RATES</u>	
	<u>9 Holes</u>	<u>18 Holes</u>
*Residents		
Weekdays	\$ 15.00	\$ 20.00
Weekends	16.00	23.00
Retirees (weekdays only)	10.00	12.00
Carts	12.00	24.00
Retirees Carts	10.00	20.00
Twilight (after 2 p.m. weekends)		18.00
Leagues	16.00	
Retirees	11.00	
 *Non-Residents		
Weekdays	\$ 16.00	\$ 23.00
Weekends	18.00	27.00
Retirees (weekdays only)	11.00	13.00
Carts	12.00	24.00
Retirees Carts	10.00	20.00
Twilight (after 2 p.m. weekends)		20.00

	<u>SEASONAL PASSES</u>	
	<u>2009 Rates</u>	
*Residents		
Full 7 Days	\$ 650.00	
Spouse	175.00	
Retirees (weekdays only)	400.00	
Students with Parents	155.00	
 *Non-Resident		
Full 7 Days	\$ 800.00	
Spouse	255.00	
Retirees (weekdays only)	540.00	
Students with Parents	205.00	

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Recreation Department
Community Center**

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

TO: Ypsilanti Township Board of Trustees

FROM: Art Serafinski, CPRP, CPSI, Director

DATE: February 26, 2009

RE: Board Agenda Item: Arts and Humanities Grant

In an effort to subsidize our program offerings, the Recreation Department has completed an Arts & Humanities Touring Program application through the Michigan Humanities Council to help fund one of our planned youth workshops. More specifically, we are seeking \$250.00 to apply towards a four hour workshop with Cirque Amongus. This program is based on circus skills where the children (K-12 years old) will learn five specific skills and prepare a show that is performed at the end of the workshop. The learned outcomes for those who participate include improved motor skills, boost self confidence, develop balance, rhythm and reflexes, stimulate imagination, enhance cooperative learning and so much more.

Without the grant we would not be able to offer the five learning skills. This grant will enable us to greatly expand this program within our allotted budget.

Should you have any questions please do not hesitate to contact me.

2006-2009 Arts & Humanities Touring Program Application

INSTRUCTIONS TO USE THIS FORM – You may add information directly onto this form, save your information, and reproduce this form. **If you want to move between input areas (underlines or boxes), make sure you either TAB to the next line or use your mouse to click on the next area**, and not hit “enter” or “return” (which will put a blank space in the area). Also, make sure your MS Word is in Zoom Mode at 100% (otherwise, the print may seem small). Please read the guidelines before completing this application. If you need help filling out this form, please call (517) 372-7770.

Rank in the order of priority when submitting multiple applications. Please indicate the order in which you prefer the applications to be reviewed for funding.

Helpful information:

- Send two copies of the stapled Grant Application (an original and one copy).
- Send two copies of the required attachments (nonprofit status documentation and the signed contract between applicant and performer, exhibitor or presenter). Both applicant (project director or authorizing authority) and performer, exhibitor or presenter must sign the contract.
- Provide two letters of support from community and/or collaborating organization (for colleges and universities only).
- Type, or download in MS Word or Adobe PDF from the Council's web site (www.michiganhumanities.org), scan or reproduce this form and complete it through a word processing system. **Handwritten applications will not be accepted.**
- Applications will be reviewed on a first-come, first-served basis from August 25 to September 10 for programs scheduled October 1 through March 31, or from February 25 to March 10 for programs scheduled April 1 through September 30.
- Incomplete applications will result in denial of funding.

Section 1. Applicant Information

1.1	Applicant Organization Name	<u>Ypsilanti Township Recreation</u>		
	Street Address	<u>2025 E. Clark</u>		
	City	<u>Ypsilanti</u>	Zip	<u>48198</u> County <u>Washtenaw</u>
	Telephone	<u>734-544-3838</u>	Fax	<u>734-544-3888</u>
	Office Hours	<u>8:00-4:00 (building 8:00-9:00)</u>	E-mail	<u>daue@ytown.org</u>
1.2	Federal Identification Number	<u>B38-6007433</u>		
1.3	Authorizing Official <i>(Person designated to sign documents)</i>	<u>Brenda Stumbo</u>	Title	<u>Supervisor</u>
1.4	US House of Representative	<u>John Dingell</u>	District	<u> </u>
1.5	State Senator	<u>Liz Brater</u>	District	<u> </u>
1.6	State Representative(s)	<u>Alma Smith</u>	District	<u> </u>

Section 2. Project Descriptive Information

2.1	Touring Performer(s), Tradition Bearer(s) or Exhibitor Name <i>(from the 2006-2009 Touring Directory)</i>	
	<u>Cirque Amongus</u>	
2.2	Presentation/Performance or Exhibit Dates <i>(Project cannot extend beyond current fiscal year.)</i>	
	From <i>(Month/Day/Year)</i> <u>July 10, 2009</u>	
	To <i>(Month/Day/Year)</i> <u>Same July 10, 2009</u>	
2.3	Project Director <i>(must be someone within the applicant organization who is responsible for project management)</i>	
	<u>Deborah K. Aue</u> Title <u>Program Coordinator</u>	
	Day Telephone <u>734-544-3838</u> Evening Telephone <u>313-682-0463</u>	
	E-mail <u>daue@ytown.org</u>	
2.4	Number of individuals in touring attraction/program	<u>3 staff plus 1 volunteer per 10 students</u>
2.5	Number of individuals benefiting from the project <i>(audience, presenters, project director, administrators)</i>	
	Adults <u>150</u> Children <u>200</u>	
2.6	Have you applied for any other Michigan Council for Arts and Cultural Affairs or Michigan Humanities Council grants for this project?	
	Yes: <u> </u> No: <u> X </u> If yes, which grant categories or programs?	

OFFICE USE ONLY	07 <u> </u> - <u> </u>	08 <u> </u> - <u> </u>	09 <u> </u> - <u> </u>
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PLEASE KEEP ITEMS 2.7 THRU 2.13 ALL ON THIS PAGE (PAGE 5).

- 2.7 List specific duties of Project Director in planning this event. List other personnel and a brief description of services they provide .
Project Director: Obtain financing, grant material and completing application. Set dates and reserve facility. Create and distribute advertising materials, recruit and train volunteers. Assistant Director: work with building staff to coordinate project, schedules of staff and volunteers, handle logistics of set up and tear down, meet project managers at facility, manage processing of handouts and other marketing materials. Aides: complete all typing of material, keep all records and files organized that are necessary for grant compliance, take phone calls about project.
- 2.8 Project Description. This will be the basis for award letter and contract language; up to 50 words; precisely, who, what, location, date and time of the performance. **We have contracted with Cirque Amongus to provide a circus project for a day that will involve up to 100 students, 25 staff, 50 parents and 200 audience members.**

Our organization has contracted with Cirque Amongus (touring program/attraction) to provide...

- 2.9 Describe the purpose and objectives of your project.
The purpose of the project is to develop motor skills, build self-esteem, develop team work, provide a multi-cultural social event where every one is equal and to create a relationship with our neighborhood children and their families.
- 2.10 Describe the community to be served, its needs for and its support of this project and the audience characteristics (e.g., elementary students, underserved population, rural, urban, etc.).
The surrounding neighborhoods have been hit hard during this downward economic time. The children are the innocent bystanders in all of this. Ypsilanti Township has the highest percent of home foreclosures in Washtenaw County. Children are being forced from their homes and in some cases their schools. The neighborhoods surrounding the community center were low income before all of this and now the mood is even darker. In spite of all this our recreation programs continue to show increase participation. We believe this program would provide an opportunity for elementary age children to experience a day of unique learning and fun that they would not normally be exposed to. Also benefiting from this program would be the parents and other audience members as the final show would provide pride in their children, laughter and positive socialization. We also plan to have the recreation summer camp children attend the performance thus reaching even more children.
- 2.11 Describe the involvement of the physically challenged and ethnic groups (persons of African, Asian, Hispanic or Native American origin) in the project. Include presenters, planners, audiences, students, etc. If physically challenged and ethnic groups are not currently involved, describe efforts to encourage their participation.
This project encourages cooperation and teamwork between all types-including racial minorities and the physically challenged. Everyone participates to the extent of their individual abilities in a challenging yet non-competitive setting. We serve several minority populations with our other recreation programs and our building in all on one level making movement for the physically challenged easier.
- 2.12 Describe how you plan to publicize/promote this project to your anticipated audience.
Through our other recreation programs, announcements, posters, flyers, newsletters, our quarterly township "Discover" brochure, at our summer camp open house and with our preschool program students. We will encourage the TV media to cover the project as well.
- 2.13 Describe the way you will evaluate the success of your project (e.g., identify your Project Evaluation Plan. If awarded a grant, the evaluation results are requested in the Grantee Final Report).

Participants and attendees will fill our post-show evaluation forms. Project Director will gather word of mouth feedback.

Section 3. Project Budget – Expenses

To help you complete this section, please refer to sample budget and glossary. Both pages (expenses and revenues) must be completed by all applicants. Please note that the applicant is required to show 100% cost share. *Do not fill in shaded areas.*

EXPENSES	GRANT REQUEST	COST SHARE		TOTAL	BUDGET DETAIL (See sample budget)
		CASH	IN-KIND		
PRESENTER'S FEES & TRAVEL EXPENSES: GRANT REQUEST (1)	\$250.00			\$250.00	Program is 500.00
PRESENTER'S FEES & TRAVEL EXPENSES: APPLICANT PORTION		250.00		\$250.00	Per contract
SALARIES (2)			540.00	540.00	Parents & Volunteers 9 X4hr @ \$15. hr
FRINGE BENEFITS					
SPACE RENTAL			60.00	60.00	Rental of gym waved No rentals for the day-lost revenue
MARKETING/PROMOTION					
OTHER <i>(Please list)</i>					
TOTAL	A \$250.00	B \$250.00	C \$600.00	D 1100.00	

TOTAL APPLICANT COST SHARE (B + C) = 1100.00 (NOTE: This figure must be equal to or greater than A.)

- (1). On the grant request line, put up to 35 percent of the total amount of the presenter's fees and travel expenses. NOTE: An actual dollar amount for travel and lodging expenses must be included in the contract between the sponsoring organization and presenter.
- (2). Paid staff time is cash cost share; volunteer time is in-kind cost share.

Section 3. Project Budget – Revenues

REVENUES	CASH	IN-KIND	TOTAL	COMMENTS
EARNED INCOME				
1. ADMISSIONS (ticket price \$ _10.00_____))	250.00			25 participants min.
2. CONTRACTED SERVICE REVENUE	0			
3. OTHER EARNED REVENUE	0			
UNEARNED INCOME				
4. CORPORATE SUPPORT	0			
5. FOUNDATION SUPPORT	0			
6. OTHER PRIVATE SUPPORT	0			
7. GOVERNMENT SUPPORT – FEDERAL	0			
8. GOVERNMENT SUPPORT – STATE (except MCACA)	0			
9. GOVERNMENT SUPPORT – LOCAL	0			
10. OTHER UNEARNED REVENUE	0			
11. APPLICANT/SCHOOL CASH	0			
12. TOTAL CASH MATCH (add lines 1-11)	250.00			
13. ARTS & HUMANITIES TOURING GRANT REQUEST	250.00			
14. TOTAL CASH REVENUE (add lines 12 and 13)	500.00			
15. TOTAL IN-KIND COST SHARE (see page 6, column C, for dollar amount)		600.00		
16. TOTAL PROJECTED REVENUE (add lines 14 and 15)			1100.00	

Budget must balance. Total project expense (see Section 3D) must equal total project revenue (see Section 3, #16) for non-cultural organizations.

Section 4

The data collected is used to document grant-making activities. This information is necessary for the Michigan Humanities Council and the Michigan Council for Arts and Cultural Affairs in reporting to public funding agencies.

Have you ever received a Touring Grant? ____ Yes. X No. If you previously applied, please indicate the fiscal year(s) you were awarded grant(s):

COUNTY CODES

Circle the county or counties in which your activity will take place. Please circle on your printed copy.

01 Alcona	18 Clare	34 Ionia	51 Manistee	68 Oscoda
02 Alger	19 Clinton	35 Iosco	52 Marquette	69 Otsego
03 Allegan	20 Crawford	36 Iron	53 Mason	70 Ottawa
04 Alpena	21 Delta	37 Isabella	54 Mecosta	71 Presque Isle
05 Antrim	22 Dickinson	38 Jackson	55 Menominee	72 Roscommon
06 Arenac	23 Eaton	39 Kalamazoo	56 Midland	73 Saginaw
07 Baraga	24 Emmet	40 Kalkaska	57 Missaukee	74 Sanilac
08 Barry	25 Genesee	41 Kent	58 Monroe	75 Schoolcraft
09 Bay	26 Gladwin	42 Keweenaw	59 Montcalm	76 Shiawassee
10 Benzie	27 Gogebic	43 Lake	60 Montmorency	77 St. Clair
11 Berrien	28 Grand Traverse	44 Lapeer	61 Muskegon	78 St. Joseph
12 Branch	29 Gratiot	45 Leelanau	62 Newaygo	79 Tuscola
13 Calhoun	30 Hillsdale	46 Lenawee	63 Oakland	80 Van Buren
14 Cass	31 Houghton	47 Livingston	64 Oceana	81 Washtenaw
15 Charlevoix	32 Huron	48 Luce	65 Ogemaw	82 Wayne
16 Cheboygan	33 Ingham	49 Mackinac	66 Ontonagon	83 Wexford
17 Chippewa		50 Macomb	67 Osceola	

UNDERSERVED COMMUNITY OR AREA

After reviewing the following definitions of an underserved community or area, please *type or print the name of the underserved community or circle the underserved area* if you believe you qualify as "underserved."

An underserved community is defined as one in which people lack access to arts and humanities programs, services, or resources due to geography, economic conditions, cultural background, sociopolitical circumstances, disability, age, or other demonstrable factors. The term "community" can refer to a group of people with common heritage or characteristics, whether or not living in the same place.

Underserved Community _____

Underserved areas are identified and defined by the Michigan Council for Arts and Cultural Affairs as the counties listed below:

Alcona	Branch	Iosco	Manistee	Ogemaw
Alger	Cass	Iron	Mason	Osceola
Allegan	Clare	Kalkaska	Mecosta	Otsego
Antrim	Crawford	Keweenaw	Menominee	Presque Isle
Arenac	Eaton	Lake	Missaukee	Roscommon
Baraga	Gladwin	Lapeer	Monroe	Schoolcraft
Barry	Gratiot	Livingston	Montcalm	Shiawassee
Bay	Hillsdale	Luce	Montmorency	Van Buren
Benzie	Ionia	Mackinac	Oceana	Wexford

STATUS CODES

Circle one of the following that best describes your organization's legal status. If you select 02, please be sure to also circle A, B, C, or D. Please circle on your printed copy.

- 02 Organization–Nonprofit.** No part of the income or assets inure to the benefit of any director, officer or employee except as salary or reasonable compensation for services and travel expenses.
A. An unincorporated association formed for nonprofit purpose: a church committee, a group operating under an "assumed name," a new group of community volunteers, etc.
B. A nonprofit or not-for-profit corporation, some community arts councils, an advocacy organization, a group formed for a specific, usually temporary purpose (community festival, a private foundation 501(c)(4), etc.)
C. A resident tax exempt organization 501 (c)(3), a private school, an arts organization, a private university, a charitable trust, a fund raising/granting organization, a public foundation, a "United Fund," a community service organization, a church, an alumni association, etc.
D. A tax exempt organization other than 501 (c)(3) or one which is a segment of a larger tax-exempt organization, a state chapter of a national tax-exempt organization, a public school, a local branch of a statewide service organization, a congregation of a (national) religious denomination, a (national) fraternal service organization, a labor union or "local," etc.
- 03 Organization–Profit.** Income or assets do inure to the benefit of directors, officers, employees or stockholders.
- 04 Government–Federal.** To be used when the mail recipient is a unit of or individual associated with the federal government.
To be used when the mail recipient is a unit of or individual associated with the state government.
- 06 Government–Regional.** To be used when the mail recipient is a unit of or individual associated with a sub-state regional government.
- 07 Government–County.** To be used when the mail recipient is a unit of or individual associated with a municipal government.
- 08 Government–Municipal.** To be used when the mail recipient is a unit of or individual associated with a municipal government.
- 09 Government–Tribal.** To be used when the mail recipients are government authorities of tribes, bands, reservations, or sovereign nations of American Indians/Alaskan Natives.
- 10 None of the above.** To designate an entry which cannot be coded.
- 00 Unclassified.** To be used to leave an entry unclassified, if not applicable or if correct code is not known.

INSTITUTION CODES

Circle one category which best describes your organization. Please circle on your printed copy.

- 03 Performing Groups.** Groups of artists who perform works of art (an orchestra, theater, dance group).
- 04 Performing Group, College/University.** A group of college or university students who perform works of art.
- 05 Performing Group, Community.** A group of persons which performs works of art avocationally and which may be, but is not necessarily, directed by professionals.

- 06 Performing Group for Youth.** A group which may, but not necessarily, include children who perform works or are for young audiences.
- 07 Performance Facility.** A building or space used for presenting concerts, drama presentations, etc.
- 08 Museum–Art.** An organization essentially educational, or aesthetic in purpose, with professional staff, which owns or utilizes works of art, cares for them, and exhibits them to the public in some regular schedule.
- 09 Museum–Other.** An organization essentially educational or aesthetic in purpose, with professional staff, which owns or utilizes tangible objects, cares for them, and exhibits them to the public in some regular schedule (e.g., non-arts organizations such as historical, agricultural, scientific, industrial and anthropological museums, zoos, aquariums, and arboretums).
- 10 Gallery/Exhibition Space.** An organization or space which primarily exhibits works of art from collections other than its own and may be involved in selling those works.
- 11 Cinema.** A motion picture theater organization which regularly shows films.
- 12 Independent Press.** A non-commercial publisher or printing press which is small editions of literary and other works.
- 13 Literary Magazine.** A non-commercial, numbered, serial publication devoted to contemporary poetry, fiction, drama, or literary criticism.
- 14 Fair Festival.** A seasonal program of arts events.
- 15 Arts Center.** A multi-purpose facility for arts programming of various types.
- 16 Arts Council/Agency.** An organization whose primary purpose is to stimulate and promote the arts and increase access for the public through services, programs, and/or funding within a specific geographic area (e.g. county, state, local).
- 17 Arts Service Organization.** An organization which does not, as its central function, produce or present the arts, but which provides services that assist or promote artists and/or arts organizations (e.g., statewide assemblies, NASAA, etc.). Not to include presenters or producers of the arts or regional arts organization.
- 18 Union/Professional Association.** Includes artists coalitions, professional associations (such as the American Association of University Professors), and all artists' clubs, guilds, and societies.
- 19 School District.** A geographic unit within a state comprised of member schools within that area as defined by state government.
- 20 School Parent/Teacher Association.** An organization composed of school parents who work with local school teachers and administrators.
- 21 School–Elementary.** Also called a grammar school.
- 22 School–Middle.** Also called a junior high school.
- 23 School–Secondary.** Also called a senior high school.
- 24 School–Vocational/Technical Trade School.** School for secretarial, business, computer training, etc.
- 25 School–Other School.** Such as one offering lessons and courses in karate, ballet, scuba diving, flower arranging, cooking, guitar, etc. (SUMMER RECREATION CAMPS)
- 26 College/University.** Includes state-supported colleges and universities, privately-supported colleges and universities, junior colleges, and community colleges.
- 27 Library.**

2006-2009 Arts & Humanities Touring Program Application

- 28 **Historical Society/Commission.** An historical "society" is an organization dedicated to the study and preservation of the history of a town or region, usually owning a collection of documents and/or artifacts and frequently based in an historic building. An historical "commission" is an arm of local government, usually volunteer, charged with the survey of historic buildings in a town or region.
- 29 **Humanities Council/Agency.** An organization whose primary purpose is to stimulate and promote the humanities through services, programs, and/or funding, within a specific geographic area (e.g., county, state, local).
- 30 **Foundation.** An endowed organization which dispenses funds for designated philanthropic purposes. Includes charitable trusts and corporate foundations.
- 31 **Corporation/Business.** A legal entity engaged in business or authorized to act with the same rights and liabilities as a person.
- 32 **Community Service Organization.** A non-arts organization designed to improve the lives of its membership and larger community through volunteerism and other series. Examples include youth centers, chambers of commerce, YMCAs, Elks Clubs, the Salvation Army, Junior League, etc.
- 33 **Correctional Institution.** A prison, penitentiary, reformatory, etc.
- 34 **Health Care Facility.** Hospital, nursing home, clinic, etc.
- 35 **Religious Organization.** Church, temple, synagogue, etc.
- 36 **Seniors' Center.** A facility or organization offering programs, care, or services for people age 65 and over.
- 37 **Parks and Recreation.** Usually a municipal agency which provides a wide variety of services for the population. In addition to administration of park facilities, series may include planned activities such as concerts, plays and participatory activities (e.g., ceramics, macramé, and other crafts).
- 38 **Government-Executive.** The administrative branch of the government, federal, state, county, local, or tribal. Include grants to municipalities.
- 39 **Government-Judicial.** Judges and courts of law.
- 40 **Government-Legislative (House).** The representative body of government (commonly the House of Representatives) creating statutes/laws. Includes representatives and related other, such as legislative research personnel.
- 41 **Government-Legislative (Senate).** The other legislative body of government (commonly the Senate) creating statutes/laws. Includes senators and related others, such as legislative research personnel.
- 42 **Media Periodical.** A periodical publication including magazines, journals, newsletters, etc. It does not include daily or weekly newspapers.
- 43 **Media-Daily Newspapers.**
- 44 **Media-Weekly Newspapers.**
- 45 **Media-Radio.**
- 46 **Media-Television.**
- 47 **Cultural Series Organization.** An organization whose primary purpose is presentation of single arts events of cultural series such as Community Music series, Metro Modern Dance series, Washington Performing Arts Society, or film series.
- 48 **School of the Arts.** Any school which has arts education as its primary educational mission. Includes management schools for the arts, community arts schools, conservatories, schools for artistically gifted, etc.

- 49 **Arts Camp/Institute.** An organization dedicated to camps, institutes or time duration (e.g., a children's summer music camp).
- 50 **Social Service Organization.** Governmental or private agencies designed to provide services addressing specific social issues (e.g., public housing, drug abuse, welfare, violence, the environment, health issues, etc.).
- 51 **Child Care Provider.** An organization providing child care.
- 99 **None of the above.**

TYPE OF ACTIVITY CODE

Circle one that best describes your contracted presentation or performance. Please circle on your printed copy.

- 05 **Concert/Performance/Reading.** Including production/development.
- 06 **Exhibition.** Including visual arts, film, video, production development.
- 08 **Fair/Festival.** Periodic/seasonal program of arts events.
- 09 **Identification/Documentation.** Archival, educational purposes.
- 12 **Arts Instruction.** Include lessons, classes, knowledge of and/or skills in the arts and other means used to teach.
- 20 **School Residency.** Artist activities in an educational setting wherein one or more core student groups receive repeated artist contact over time.
- 21 **Other Residency.** Artist activities in a non-school setting wherein one or more core student groups receive repeated artist contact over time.
- 22 **Seminar/Conferences.**
- 29 **Professional Development/Training.** Activities enhancing career advancement.
- 33 **Building Public Awareness.** Activities designed to increase public understanding of the arts/humanities or to build public support for the arts/humanities.
- 00 **None of the above.**

GRANTEE CODES

Circle one that best describes the composition of your staff or board members. Please circle on your printed copy.

- N More than 50% Native American/Alaskan Native.
- A More than 50% Asian/Pacific Islander.
- B More than 50% Black, not Hispanic.
- H More than 50% Hispanic.
- W More than 50% White, not Hispanic.
- G "General:" more than 50% is not of any single ethnic group.

PROJECT CODES

Circle one that reflects the emphasis of your funded activity. If the funded activity does not have a single emphasis of culture or traditions, please circle the "General" category or "G." Please circle on your printed copy.

- N Native American/Alaska Native.
- A Asian/Pacific Islander.
- B Black, not Hispanic.
- H Hispanic.
- W White, not Hispanic.
- G "General:" not clearly reflective of single ethnic group.

As a general guideline, a project or activity can be considered "clearly reflective of culture or tradition" if it is:

1. A project in which the intent is to communicate a particular culture or traditions of a particular ethnic group. For example, performances by a Mexican Folkloric Dance Company would be coded as "Hispanic" or "H."
2. A project which is usually understood to be reflective of a particular culture or traditions of a single and identifiable group. For example, Kabuki Theatre is performed in many localities and is being produced by Asian and non-Asian groups. Performances of Kabuki would be coded as "Asian/Pacific Islander" regardless of who presents the work for this type of theater is widely understood to be an expression of Japanese culture.

DISCIPLINE CODES

Circle **one** which best describes the category of the presentation or performance.

- 01 **Dance.** Does not include mime, see "Theater," 04, for mime.
 - A **Ballet.**
 - B **Ethnic/Jazz.** Includes folk-inspired, see "Folk Arts," 12.
 - C **Modern.**
- 02 **Music.**
 - A **Band.** Does not include jazz or popular.
 - B **Chamber.** Includes only music for one musician to a part.
 - C **Choral.**
 - D **New.** Includes experimental, electronic.
 - E **Ethnic.** Includes folk- inspired; see "Folk Arts," 12.
 - F **Jazz.**
 - G **Popular.** Includes rock.
 - H **Solo/Recital.**
 - I **Orchestral.** Includes symphonic and chamber orchestra.
- 03 **Opera/Music Theater.**
 - A **Opera.**
 - B **Musical Theater.**
- 04 **Theater.**
 - A **Theater-General.** Includes classical, contemporary, experimental.
 - B **Mime.**
 - D **Puppet.**
 - E **Theater for Young Audiences.**
- 05 **Visual Arts.**
 - A **Experimental.** Includes conceptual, new media, new approaches.
 - B **Graphics.** Includes printmaking and book arts; does not include graphic design, see "Design Arts," 06.
 - C **Painting.** Includes watercolor.
 - D **Sculpture.**
- 06 **Design Arts.**
 - A **Architecture.**
 - B **Fashion.**
 - C **Graphic.**
 - D **Industrial.**
 - E **Interior.**
 - F **Landscape Architecture.**
 - G **Urban/Metropolitan.**

- 07 **Crafts.**
 - A **Clay.**
 - B **Fiber.**
 - C **Glass.**
 - D **Leather.**
 - E **Metal.**
 - F **Paper.**
 - G **Plastic.**
 - H **Wood.**
 - I **Mixed media.**
- 08 **Photography.** Includes holography.
- 09 **Media Arts.**
 - A **Film.**
 - B **Audio.** Includes radio; sound installations.
 - C **Video.**
- 10 **Literature.**
 - A **Fiction.**
 - B **Nonfiction.**
 - C **Playwright.**
 - D **Poetry.**
- 11 **Interdisciplinary.** Pertaining to art forms/art works that integrate more than one arts discipline to form a single work (e.g., collaboration between/among the performing and/or visual arts), includes performance art.
- 12 **Folk Arts.** Pertaining to oral, customary, material and performance traditions in contexts characteristic of ethnic, religious, linguistic, occupational and/or regional groups. Includes tradition bearers. Does not include folk-inspired dance or music, e.g., interpretation of ethnic/folk dance or music by artists outside the particular ethnic/folk tradition. For folk-inspired dance and music, see 01B and 02E.
- 13 **Humanities.** Pertaining but not limited to the following fields: storytelling, history, philosophy, languages, literature, linguistics, archaeology, jurisprudence, history and criticism of the arts, ethics, comparative religions, aspects of the social sciences employing historical or philosophical approaches, cultural anthropology, sociology, political theory, international relations, other subjects concerned with questions of value and not with quantitative matters.
- 14 **Multi-disciplinary.** Pertaining to grants (including general operating support) that include activities in more than one of the above disciplines; use this code to describe only those grants in which the majority of activities cannot be attributed to one discipline, that discipline should be used instead of multi-disciplinary activities or events. See "Interdisciplinary," 11.
- 99 **Non-arts/Non-humanities.** None of the above.

Section 5. Attachments/Support Documentation Checklist

These must be included to be considered for a grant award:

- _____ Copy of signed and dated contract between Applicant/Sponsor and Touring Person(s). Total copies required: 2.
- _____ Organization nonprofit status documentation. Total copies required: 2.
- _____ Two letters of support from community and/or collaborating organization (for colleges and universities only). Total copies required of each letter: 2.
- _____ Other/optional(explain) _____

Section 6. Grantee Requirements

1. Certification Regarding the Nondiscrimination Statutes. The grantee (applicant organization) certifies that it will comply with the following nondiscrimination statutes and implementing regulations:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance;
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions (45 CFR 1169)
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective shall attach an explanation to this proposal.

If the grant is awarded, the applicant gives assurance to the Michigan Council for Arts and Cultural Affairs and the Michigan Humanities Council that the support funds will be administered by the applicant. Any funds received under this grant shall not be used to supplant funds normally budgeted for same, and that funds received will be used solely for the contracted activities.

The applicant has read and will conform to the applicable guidelines and certification. The filing of this application by the undersigned, officially authorized to represent the applicant organization, has been duly approved by the governing board of the applicant organization.

Signature of Authorizing Official (as in § 1.3)

Date

Signature of Project Director (as in § 2.3)

Date

Section 7. Mailing.

Send **original** and **one copy** of grant application along with two copies of support materials stapled to back of the application, postmarked within the granting period to: Arts & Humanities Touring Program, Michigan Humanities Council, 119 Pere Marquette Drive, Suite 3B, Lansing, Michigan 48912-1270.

OTHER BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.twp.ypsilanti.mi.us

MEMORANDUM

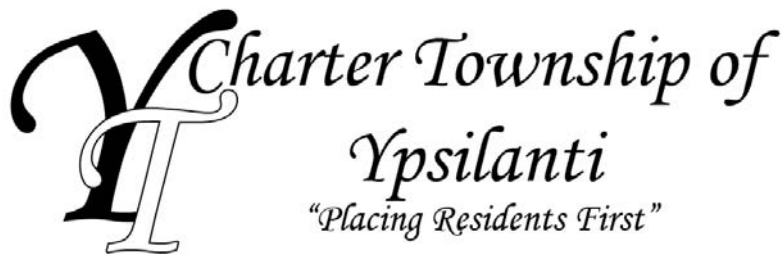
To: Ypsilanti Township Board of Trustees
From: Karen Lovejoy Roe, Clerk
Date: February 24, 2009
Subject: Authorizations & Bids

I am requesting the Board to take action on the following items:

Authorize:

- A. The request of Brian Durant, Public Services Superintendent to seek sealed bids for the purchase of a new chipper, in an amount not to exceed \$40,000, budget in line item # 226.226.000.977.000.
- B. The request of Brian Durant, Public Services Superintendent to trade-in or sell the two chippers currently used as backup.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Residential Services

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734) 544-3501
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brian Durant, Public Services Superintendent

Date: February 23, 2009

Subject: Authorization to seek bids for a chipper

We are seeking Board Authorization for the Environmental Services Department to seek sealed bids for a new chipper. We run 2 chippers on a daily basis during the season and they are both getting fairly worn out. The two chippers used daily in the route are a 2003 and a 2000. We have budgeted for this in the 2009 budget for \$40,000 in the equipment line item in the Environmental Services millage fund of 226.226.000.977.000.

We would also request authorization to either sell or trade-in 1-2 old chippers. These chippers are utilized currently as "back-up chippers" and our plan is to use the existing (yr. 2000) one as a back up to cover us during routine maintenance or breakdowns.

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BANK: HAND CHECKS

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
96708	02/13/2009	Printed	5049	BLUE CROSS BLUE SHIELD OF MI	HEALTH INSURANCE - MAR 2009	142,717.92
96709	02/13/2009	Printed	2002	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - JAN 2009	12,167.08
96710	02/13/2009	Printed	0118	DTE ENERGY	ACCT. #2396 808 0002 0	3,197.66
96711	02/13/2009	Printed	0118	DTE ENERGY	GAS & ELECTRIC INVOICES	36,351.41
96712	02/17/2009	Printed	6821	AT & T	ACCT. #734 482-2386 398 5	3,290.29
96714	02/24/2009	Printed	4711	ISRAEL INVESTIGATIONS	PROFESSIONAL SERVICES	937.50
96715	02/24/2009	Printed	6417	YPSILANTI TWP PETTY CASH	REIMBURS PETTY CASH	392.12
					Total Checks: 7	Bank Total: 199,053.98
					Total Checks: 7	Grand Total: 199,053.98

Accounts Payable Checks 181,130.25

Hand Checks 199,053.98

Total 380,184.23

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BANK:

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96716	02/25/2009	Printed	0235	ABSOPURE WATER COMPANY	5 GALLON SPRING	78.66
96717	02/25/2009	Printed	6110	ACTION PRINTING KEB INC.	PUBLISHING	100.32
96718	02/25/2009	Printed	4866	KIMBERLY D. ADDIE	JUROR COMPENSATION	14.00
96719	02/25/2009	Printed	6143	AL WALTERS HEATING AND COOLING	REPAIRS - COMMUNITY CENTER	244.00
96720	02/25/2009	Printed	0049	ALL SEASONS LANDSCAPING CO.	SUPPLIES	108.04
96721	02/25/2009	Printed	3792	ALPINE POWER SYSTEMS	REPAIR PARTS FOR STATION BATTE	20.09
96722	02/25/2009	Printed	8000	AMERICAN LEGAL PUBLISHING CORP	ADDITIONAL LICENSE FOR ROBERT'	64.95
96723	02/25/2009	Printed	15184	AMERIGAS - YPSILANTI	PROPANE	517.19
96724	02/25/2009	Printed	8264	SANDY ANDRESEN	REIMBURSEMENT - MRPA CONF.	71.06
96725	02/25/2009	Printed	0017	ANN ARBOR CLEANING SUPPLY	SUPPLIES	512.77
96726	02/25/2009	Printed	6211	APOLLO FIRE APPARATUS REPAIR	ALL PURPOSE SAW BLADES FOR PAR	108.80
96727	02/25/2009	Printed	0675	ARBOR VACUUM & SMALL APPLIANCE	BAGS	35.90
96728	02/25/2009	Printed	8653	ROBERT ARRICK	MEDICARE REIMBURSEMENT	2,313.60
96729	02/25/2009	Printed	0215	AUTO VALUE YPSILANTI	SUPPLIES	229.09
96730	02/25/2009	Printed	0777	BANDIT INDUSTRIES	MAINTENANCE	335.53
96731	02/25/2009	Printed	12428	JOANNA BIELENIN-DOSEY	JUROR COMPENSATION	14.00
96732	02/25/2009	Printed	12429	AMANDA ANN BORDINE	JUROR COMPENSATION	14.00
96733	02/25/2009	Printed	6446	BROADWING COMMUNICATIONS LLC	ACCT. #909649P	668.27
96734	02/25/2009	Printed	8274	BUDGET TOWING	TOWING	100.00
96735	02/25/2009	Printed	12430	OKEITHE MAURICE BUTLER	JUROR COMPENSATION	14.00
96736	02/25/2009	Printed	12431	ELAINE MARIE CANTRELL	JUROR COMPENSATION	14.00
96737	02/25/2009	Printed	2276	CINCINNATI TIME SYSTEMS	EQUIPMENT RENTAL	2,010.00
96738	02/25/2009	Printed	8139	LYNNE M. COMAZZI	JUROR COMPENSATION	14.00
96739	02/25/2009	Printed	0363	COMCAST CABLE	ACCT. #09588 352887-01-2	81.95
96740	02/25/2009	Printed	1312	COMPLETE BATTERY SOURCE	MAINTENANCE	419.30
96741	02/25/2009	Printed	0582	CONGDON'S	SUPPLIES	80.20
96742	02/25/2009	Printed	12432	AMY MICHELLE COOK	JUROR COMPENSATION	14.00
96743	02/25/2009	Printed	5035	CHESTER COPLEY	MEDICARE REIMBURSEMENT	2,313.60
96744	02/25/2009	Printed	0223	CORRIGAN OIL COMPANY	GARAGE SUPPLIES	357.50
96745	02/25/2009	Printed	2910	CTC TECHNOLOGIES	ANNUAL MAINTENANCE RENEWAL FOR	4,127.13
96746	02/25/2009	Printed	2419	JEAN CURRIE	REIMBURSEMENT - FAX MACHINE	36.24
96747	02/25/2009	Printed	12433	NANCY JOYCE DAVIS	JUROR COMPENSATION	14.00
96748	02/25/2009	Printed	0115	DELUX RENT-ALL, INC.	EQUIPMENT RENTAL	75.85
96749	02/25/2009	Printed	12434	JOEL ANDRE DIAZ	JUROR COMPENSATION	14.00
96750	02/25/2009	Printed	15190	DRAWINGBOARD PRINTING	MAILING LABELS	60.20
96751	02/25/2009	Printed	12435	CHERYL TEALL DUNN	JUROR COMPENSATION	14.00
96752	02/25/2009	Printed	4706	ED'S GARAGE	REPAIRS	365.60
96753	02/25/2009	Printed	15102	ELEMENTS OF EXERCISE	FITNESS INSTRUCTION	1,270.50
96754	02/25/2009	Printed	6515	EMERGENCY MEDICAL PRODUCTS	EMS AED TRAINER FOR CPR REFRES	324.95
96755	02/25/2009	Printed	6421	ROBERT ENGEL	MEDICARE REIMBURSEMENT	2,313.60

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BANK:

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96756	02/25/2009	Printed	15360	ERDE INC	FORD HERITAGE PARK	34,255.00
96757	02/25/2009	Printed	12436	DIANE ELAINE ESKIN	JUROR COMPENSATION	14.00
96758	02/25/2009	Printed	0245	FAST SIGNS	SIGNS	270.54
96759	02/25/2009	Printed	15186	FCR	CURBSIDE RECYCLING DISPOSAL	6,309.45
96760	02/25/2009	Printed	8470	RICHARD FITZGERALD	MEDICARE REIMBURSEMENT	2,313.60
96761	02/25/2009	Printed	12437	MICHAEL JAMES FLYNN	JUROR COMPENSATION	14.00
96762	02/25/2009	Printed	12438	TERRI LEE FULTZ	JUROR COMPENSATION	14.00
96763	02/25/2009	Printed	6033	GARAN LUCOW MILLER, P.C.	PROFESSIONAL SERVICES	16,397.48
96764	02/25/2009	Printed	2843	GENESIS SERVICE ASSOCIATES	RECYCLE SCHEDULE "B" MAGNETS	477.00
96765	02/25/2009	Printed	1233	GORDON FOOD SERVICE INC.	SUPPLIES	105.99
96766	02/25/2009	Printed	6169	GOVERNOR BUSINESS SOLUTIONS	CREDIT MEMO #772464	396.38
96767	02/25/2009	Printed	0070	GREAT LAKES TELECOM, INC.	TELEPHONE	300.00
96768	02/25/2009	Printed	11957	GRIFFIN PEST SOLUTIONS	MONTHLY SERVICE - STATION #3	84.00
96769	02/25/2009	Printed	0426	GUARDIAN ALARM	BILLING: 1405 HOLMES	418.70
96770	02/25/2009	Printed	6204	GUARDIAN AUTO GLASS	MAINTENANCE	179.57
96771	02/25/2009	Printed	12439	MAHMOUD DIYAB HABEEL	JUROR COMPENSATION	14.00
96772	02/25/2009	Printed	0158	MARK HAMILTON	ATTORNEY FEES - MARCH	1,500.00
96773	02/25/2009	Printed	12440	AARON MICHAEL HARMON	JUROR COMPENSATION	14.00
96774	02/25/2009	Printed	12441	RAYMOND JOHN HEINRICH, JR.	JUROR COMPENSATION	14.00
96775	02/25/2009	Printed	6547	HERITAGE NEWSPAPERS	PUBLISHING	25.60
96776	02/25/2009	Printed	12442	JUSTIN JOSEPH HERRON	JUROR COMPENSATION	14.00
96777	02/25/2009	Printed	5718	MICHELLE M. HILL	REFUND - JAR GYM	50.00
96778	02/25/2009	Printed	0503	HOME DEPOT	SUPPLIES	169.09
96779	02/25/2009	Printed	12443	TRACIE LYNN HOUSEHOLDER	JUROR COMPENSATION	14.00
96780	02/25/2009	Printed	12444	CYNTHIA LYNN HOXEY	JUROR COMPENSATION	14.00
96781	02/25/2009	Printed	12445	RYAN EVAN HUTCHISON	JUROR COMPENSATION	14.00
96782	02/25/2009	Printed	5641	INTERNATIONAL CODE COUNCIL*	MEMBERSHIP DUES	100.00
96783	02/25/2009	Printed	12446	ALEX DAVID JENNINGS	JUROR COMPENSATION	14.00
96784	02/25/2009	Printed	8471	BRUCE JOHNSON	MEDICARE REIMBURSEMENT	2,313.60
96785	02/25/2009	Printed	6604	JOHNSTON LITHOGRAPH, INC.	PRINTING OF FEBRUARY ISSUE OF	300.00
96788	02/25/2009	Printed	12447	SAMUELS DEANFITZGERALD KEITH	JUROR COMPENSATION	14.00
96789	02/25/2009	Printed	12448	LOROLEI YVET KITCHEN-BRUNSON	JUROR COMPENSATION	14.00
96790	02/25/2009	Printed	6127	KOCH & WHITE	BLDG MAINTENANCE - 1405 HOLMES	150.00
96791	02/25/2009	Printed	0391	KONICA MINOLTA - ALBIN	METER CHARGE	84.87
96792	02/25/2009	Printed	12449	CHERYL LYNN LAWSON	JUROR COMPENSATION	14.00
96793	02/25/2009	Printed	12450	JUDITH LYNN LOGAN	JUROR COMPENSATION	14.00
96794	02/25/2009	Printed	6467	LOWES	SUPPLIES	37.85
96795	02/25/2009	Printed	12451	LISA RENEE MANDERACHIA	JUROR COMPENSATION	14.00
96796	02/25/2009	Printed	12452	JUDY ANN MANDERS	JUROR COMPENSATION	14.00
96797	02/25/2009	Printed	12453	BEVERLY JEAN MCCOLLUM	JUROR COMPENSATION	14.00

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BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
96798	02/25/2009	Printed	6043	MEADOWBROOK, INC.	NOTARY BONDS	55.00
96799	02/25/2009	Printed	12454	MICHAEL JAMES MEJIA	JUROR COMPENSATION	14.00
96800	02/25/2009	Printed	1485	MICHIGAN CAT	SERVICE CALL ON HORIZONTAL GRI	550.98
96801	02/25/2009	Printed	12455	DEREK WAYNE MITCHELL	JUROR COMPENSATION	14.00
96802	02/25/2009	Printed	1460	MOORE MEDICAL SUPPLY	PULSE OXIMETER PURCHASE FOR ST	392.95
96803	02/25/2009	Printed	12456	KATHLEEN MARGARET MOORE	JUROR COMPENSATION	14.00
96804	02/25/2009	Printed	12397	CATHERINE MORSE	REFUND - PINT SIZE PICASSOS	30.00
96805	02/25/2009	Printed	15195	MARK NELSON	ATTORNEY FEES - MARCH	1,875.00
96806	02/25/2009	Printed	4591	NISWANDER ENVIRONMENTAL, LLC	PROFESSIONAL SERVICES	3,243.58
96807	02/25/2009	Printed	12457	MARY MARGARET ODEGARD	JUROR COMPENSATION	14.00
96808	02/25/2009	Printed	2997	OFFICE EXPRESS	SUPPLIES	1,227.41
96809	02/25/2009	Printed	6893	OFFICE MAX* #434705	SUPPLIES	159.98
96810	02/25/2009	Printed	0309	ORCHARD, HILTZ & MCCLIMENT INC	PROFESSIONAL SERVICES	723.50
96811	02/25/2009	Printed	0566	ORIENTAL TRADING COMPANY, INC.	SUPPLIES	91.88
96812	02/25/2009	Printed	0147	OSCAR W. LARSON CO.	REPAIR DIESEL PUMP AT MAIN FIR	210.00
96813	02/25/2009	Printed	6400	P.I.A.M.	MEMBERSHIP DUES	70.00
96814	02/25/2009	Printed	12458	JOSHUA JAMES PALMER	JUROR COMPENSATION	14.00
96815	02/25/2009	Printed	0913	PARKWAY SERVICES, INC.	RENTAL - HYDRO DAM	120.00
96816	02/25/2009	Printed	12459	TERRY SYNON PATTON	JUROR COMPENSATION	14.00
96817	02/25/2009	Printed	8622	CARL E. PLUMLEY	MEDICARE REIMBURSEMENT	2,313.60
96818	02/25/2009	Printed	6506	PM TECHNOLOGIES, LLC	REPAIR STATION 1'S EMERGENCY G	241.95
96819	02/25/2009	Printed	12460	JEREMY WARD PRIEST	JUROR COMPENSATION	14.00
96820	02/25/2009	Printed	6600	PRIORITY ONE EMERGENCY	MAINTENANCE	59.76
96821	02/25/2009	Printed	3801	PUBLIC SAFETY CENTER	TRAFFIC SAFETY VESTS AS REQUIR	193.34
96822	02/25/2009	Printed	12461	THOMAS JOHN QUEHL	JUROR COMPENSATION	14.00
96823	02/25/2009	Printed	15122	R.W. MERCER	FUEL TANK REPAIRS	154.00
96824	02/25/2009	Printed	6438	RACKSPACE MANAGED HOSTING	HOSTING FEE - FEBRUARY 2009	300.00
96825	02/25/2009	Printed	8473	RAYMOND RANDOLPH	MEDICARE REIMBURSEMENT	1,156.80
96826	02/25/2009	Printed	3214	RENT A WRECK	LEASE	120.00
96827	02/25/2009	Printed	12462	KATHI LYNN RICKLEMANN	JUROR COMPENSATION	14.00
96828	02/25/2009	Printed	8474	WILLIAM RIDER	MEDICARE REIMBURSEMENT	2,313.60
96829	02/25/2009	Printed	12463	DAVID MASON ROBERTS	JUROR COMPENSATION	14.00
96830	02/25/2009	Printed	12464	JENNIFER ELIZABETH ROBERTSON	JUROR COMPENSATION	14.00
96831	02/25/2009	Printed	15364	IVA ROE	MEDICARE REIMBURSEMENT	1,735.20
96832	02/25/2009	Printed	5360	S.E.M.M.I.A.	MEMBERSHIP DUES	30.00
96833	02/25/2009	Printed	12465	RHONDA LEA SAINTCHARLES	JUROR COMPENSATION	14.00
96834	02/25/2009	Printed	0634	SAM'S CLUB DIRECT	SUPPLIES	533.79
96835	02/25/2009	Printed	15361	SEERCO, INC	REFUND - TEMP CONSTR. TRAILER	1,000.00
96836	02/25/2009	Printed	12466	RITA ANN SHEFFER	JUROR COMPENSATION	14.00
96837	02/25/2009	Printed	0383	SHERWIN WILLIAMS COMPANY	SUPPLIES	191.41

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BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
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96839	02/25/2009	Printed	3017	DEE SIZEMORE	REIMBURSEMENT - FAX MACHINE	271.28
96840	02/25/2009	Printed	2990	SOUTHEASTERN EQUIPMENT	EQUIPMENT RENTAL	1,333.00
96841	02/25/2009	Printed	1507	SPARTAN DISTRIBUTORS	REPAIR PARTS	267.64
96842	02/25/2009	Printed	15362	STANDARD & POOR'S	ANNUAL SURVEILLANCE FEE	2,000.00
96843	02/25/2009	Printed	6263	STANDARD INSURANCE COMPANY	LIFE & DISABILITY - FEB. 2009	4,302.64
96844	02/25/2009	Printed	6384	STAPLES* - ACCOUNT #1026071	SUPPLIES	48.28
96845	02/25/2009	Printed	3001	START SMART SPORTS DEV.	START SMART SPORTS DEVELOPMENT	3,315.00
96846	02/25/2009	Printed	12467	PEGGY STEED	JUROR COMPENSATION	14.00
96847	02/25/2009	Printed	0632	STERICYCLE INC	MEDICAL WASTE DISPOSAL	95.59
96848	02/25/2009	Printed	12468	JOHN STEVEN STOWE	JUROR COMPENSATION	14.00
96849	02/25/2009	Printed	15169	STRAIGHT ARROW DEVELOPMENT LLC	TELEPHONE	245.40
96850	02/25/2009	Printed	6509	SUNSHINE MEDICAL	REPLENISH EMS MEDICAL GLOVES	294.00
96851	02/25/2009	Printed	1235	SURE-FIT LAUNDRY COMPANY	LAUNDRY - PKS & GROUND	1,269.39
96852	02/25/2009	Printed	8063	TELEGRATION	TELEPHONE	89.23
96853	02/25/2009	Printed	2943	TRI COUNTY INTERNATIONAL	EQUIPMENT MAINTENANCE	134.82
96854	02/25/2009	Printed	4779	U.S. BANK, N.A.	BOND PAYMENT SERIES 2005A	42,825.63
96855	02/25/2009	Printed	12469	ALISON KAY ULICNY	JUROR COMPENSATION	14.00
96856	02/25/2009	Printed	6523	UNIQUE 1 SERVICE	RESEAL WATERWAY ON LADDER 14-1	960.00
96857	02/25/2009	Printed	12470	PAUL LEEROY VALENTINE, JR.	JUROR COMPENSATION	14.00
96858	02/25/2009	Printed	12471	CLARETTA VARNER	JUROR COMPENSATION	14.00
96859	02/25/2009	Printed	6920	VARNUM RIDDERING SCHMIDT	PROFESSIONAL SERVICES	8,126.30
96860	02/25/2009	Printed	0664	ANGELA VERGES	REIMBURSEMENT - DADDY DAUGHTER	55.41
96861	02/25/2009	Printed	6627	VICTORY LANE	MAINTENANCE	290.71
96862	02/25/2009	Printed	0631	WASTE MANAGEMENT	ACCT. #389-0055053-1389-9	855.61
96863	02/25/2009	Printed	8393	LYNDA MARIE WEYANT	JUROR COMPENSATION	14.00
96864	02/25/2009	Printed	8599	RODNEY DEAN WILLIAMS	JUROR COMPENSATION	14.00
96865	02/25/2009	Printed	15363	TAMMERA WILLIAMSON	CAKES - DADDY DAUGHTER	75.00
96866	02/25/2009	Printed	15365	ANN WILSON	REFUND - CREDIT ON ACCT.	40.00
96867	02/25/2009	Printed	4780	FLOYD WOODARD	MEDICARE REIMBURSEMENT	2,313.60
96868	02/25/2009	Printed	6841	XO COMMUNICATIONS LLC	TELEPHONE	1,877.13
96869	02/25/2009	Printed	0480	YPSILANTI COMMUNITY	REBATE - JANUARY 2009	4,024.35
96870	02/25/2009	Printed	6417	YPSILANTI TWP PETTY CASH	REIMBURSE PETTY CASH	210.93
96871	02/25/2009	Printed	0729	ZEP MANUFACTURING COMPANY	SUPPLIES	300.18

Total Checks: 154 Bank Total: 181,130.25

Total Checks: 154 Grand Total: 181,130.25